

REQUEST FOR PROPOSAL

*ITS / Management and Operations
ITS / System Integrator
for **TRIMARC***

an Activity Providing

Traffic **R**esponse and **I**ncident **M**anagement **A**ssisting the **R**iver **C**ities

Proposals Due

4:30 p.m.
Eastern Daylight Time
October 20, 2006

PROJECT SCHEDULE

September 12, 2006		RFP Posted on Division of Program Performance Website
October 6, 2006		Consultants' Pre-Proposal Conference (Required)
October 6, 2006		On-Site Visit (Optional)
October 20, 2006		Consultants' Proposals Due
November 9, 2006	(Date Tentative)	First Selection Committee Meeting
November 17, 2006	(Date Tentative)	Second Selection Meeting (Interviews)
November 20, 2006	(Date Tentative)	Third Selection Committee Meeting (If needed)

Mr. James Wathen, P.E., P.L.S., Director
Division of Program Performance
Kentucky Transportation Cabinet
200 Mero Street, Mail Code W3-22-03
Frankfort, Kentucky 40622
E-Mail: Jim.Wathen@ky.gov

Summary

This procurement is for the management and operation of the TRIMARC facility / system and related infrastructure, as well as, the system integration involving equipment and software. More specific information is contained herein. Consultants are hereby advised that the successful firm shall be expected to be working with other consultants, electrical contractors, roadway construction contractors, other system integrators, communications providers, etc., in performing work under this Contract. Consultants are expected to perform work on the following Tasks.

1. **Direction, Supervision, and Administration**
2. **System Engineering and Operation**
3. **Equipment Maintenance**
4. **System Integration**
5. **Freeway Service Patrols**
6. **Special Engineering Projects**
7. **Utility Management**
8. **Emergency Accident Repairs**

Consultants shall be pre-qualified in accordance with Section 10.610 of this RFP.

The Kentucky Transportation Cabinet (hereinafter called the “Cabinet” and/or the “KYTC” and /or the “Lead State”) has determined that its mission will be best served by a Manager to provide these services. The Cabinet issues this Request for Proposal (RFP) under the authority of KRS 45A.

“MANAGER” is defined as the Consultant(s) that is pre-qualified with the KYTC as outlined in Section 10.610, responds to this RFP, is selected and signs a Contract with the Lead State to provide management services for the TRIMARC Activity.

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SECTION 10 – ADMINISTRATIVE OVERVIEW

10.000 PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Consultants to manage and operate the TRIMARC facility and associated traffic management system for the Louisville metropolitan area and surrounding region. Additionally, system integration, equipment, contract administration, future procurement/installation of equipment, implementation supervision, preventive maintenance, repairs, etc., for the regional system are to be provided. The Kentucky Transportation Cabinet in conjunction with the Indiana Department of Transportation (herein after called the “INDOT”) issues this RFP.

10.010 Commitment of the Lead State

The issuance of this Request for Proposal (RFP) constitutes neither a commitment by the Lead State to award a contract nor a commitment to pay any costs incurred in the preparation of a response to this Request for Proposal. Costs of proposal preparation are not reimbursable, even for the selected Manager.

10.020 Request for Proposal Availability in Electronic Format

The Request for Proposal is available in an electronic format (Adobe PDF). A Consultant or Consultant’s representative who desires this information in electronic format shall e-mail:

Mr. James Wathen, P.E., P.L.S., Director
Division of Program Performance
Kentucky Transportation Cabinet
200 Mero Street, Mail Code W3-22-03
Frankfort, Kentucky 40622
E-Mail: Jim.Wathen@ky.gov

10.030 Language Usage in the Request for Proposal

When the language used in the Request for proposal is singular or plural but the other is more appropriate, Consultants shall consider that the correct term has been used. When the same word in the Request for Proposal is capitalized or is in lower case but the other usage is the more appropriate, Consultants shall consider that the correct usage has been provided.

10.040 Transition Period

The Manager may be required to provide a transition period of up to 90 days from the Notice to Proceed. This transition period is to allow the Manager's work force time to

receive training and certification for the required skills needed to manage and operate TRIMARC. This transition period is to also allow the Manager's work force time to acquire the necessary on-the-job skills. The cost of the transition period will be borne by the Manager.

10.100 Organization of the Request for Proposal

This Request for Proposal is organized into nine sections. These are described below:

1. Section 10 – Administrative Overview – Provides Consultants with general information on the objectives of this RFP and the procurement process.
2. Section 20 – System Requirements – Provides Consultants with a description of the system to be managed, including staffing, equipment, and reports required.
3. Section 30 – Operating Systems – Provides Consultants with descriptions of the various systems over which the services shall be managed and operated.
4. Section 40 – Maintenance Requirements – Provides Consultants with descriptions of additional maintenance requirements.
5. Section 50 – Services – Describes response services and regulations to be provided by the Manager.
6. Section 60 – Terms and Conditions – Provides Consultants with the terms and conditions under which the service shall be maintained.
7. Section 70 – Procurement – Provides Consultants with requirements and schedules for the procurement.
8. Section 80 – Proposal Requirements – Prescribes the format and content required for each proposal.
9. Section 90 – Evaluation Process – Describes how proposals will be evaluated by the Lead State.

10.200 Definitions

1. “ADA” means the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*
2. “c/o/b” means close of business at 4:30 p.m. Eastern Daylight Time.

3. “States” means the Indiana Department of Transportation and the Kentucky Transportation Cabinet.
4. “Lead State” means the Kentucky Transportation Cabinet. In this context it shall be understood that the Kentucky Transportation Cabinet is acting on behalf of the Indiana Department of Transportation.
5. “KYTC” and “Cabinet” means the Kentucky Transportation Cabinet located at 200 Mero Street, Frankfort, Kentucky 40622.
6. “INDOT” means the Indiana Department of Transportation located at 100 North Senate Avenue, Indianapolis, Indiana 46204.
7. “FHWA” means the Federal Highway Administration, a unit of the United States Department of Transportation.
8. “In writing” when referring to the method of communication shall also include e-mail.
9. “Request for Proposal” and “RFP” mean a document describing the work desired by the Cabinet..
10. “RSVP” means to respond if you please.
11. "CFR" means Code of Federal Regulations.
12. “KAR” means the Kentucky Administrative Regulations.
13. “KRS” means the Kentucky Revised Statutes.
14. “CARS” means Condition Acquisition Reporting System.
15. “CARS 511” means the CARS 511 component.
16. “TRIMARC” means Traffic Response and Incident Management Assisting the River Cities. The TRIMARC facility is located at 901 West Main Street, Louisville, Kentucky 40202. TRIMARC may refer to the “facility” or the “system” or both. TRIMARC is an on-going activity of KYTC and INDOT.
17. “Activity” when referring to or with TRIMARC means the on-going pursuit or work of traffic and incident management.
18. "Facility" or “Control Center” means the TRIMARC physical facility located at 901 West Main Street in Louisville, Kentucky and environs as described in Section 40.

19. "Consultant" or "Vendor" or "Firm" means the firm or combination of firms responding to the Request for Proposal. "Manager" refers to the Vendor engaged by the Lead State to provide management services for this Request for Proposal.
20. "System" means any or all of the various coordinated or individual mechanical, electrical, or electronic systems/equipment at the facility or in the field and generally described in Section 30
21. "Operations" means all actions necessary for the proper functioning of a system.
22. "Response Maintenance" means actions performed on an as-needed basis. Upon detection or notification, a timely dispatch of repair person/team to secure the site; diagnose the problem; perform the repairs; and record the activities is required.
23. "Preventive Maintenance" means actions performed on a regularly scheduled basis using a set of procedures to preserve the system.
24. "Management" means the allocation of resources for the proper functioning of the system.
25. "Design Modifications" means actions invoked to correct a recurring problem; to accommodate changes in conditions; or to update the system to current standards.
26. "Response Service" means the actions performed on an as-needed basis. Upon detection or notification, an immediate dispatch of the appropriate emergency team to secure the site; diagnose the problem; perform the emergency service; clear the site; and record the activities is required.
27. "Advisory Committee" means the committee created through an interstate agreement responsible for the development, management and operations of TRIMARC.
28. "Responsive Consultant" means the Consultant who offers or responds in the prescribed form and who responds on time with a complete proposal as indicated in Sections 70 and 80 to perform the work described in the Request for Proposal.
29. "Notice to Proceed" means written notice to the Manager to proceed with the contract work.
30. "CEREA" means the Capital Equipment Replacement Escrow Account. An escrow account established by the Manager pursuant to guidelines established by the Advisory Committee and to be used as source for the replacement of capital assets in accordance with the guidelines issued by the Advisory Committee. Both the Indiana Department of Transportation and the Kentucky Transportation Cabinet shall contribute on a 75%

(KYTC) / 25% (INDOT) basis to the CEREAs. The Manager shall recommend prior to the new fiscal year an amount to be deposited.

31. "Due Diligence" means a measure of prudence or activity, as is properly to be expected from, and ordinarily exercised by, a reasonable and prudent person under the particular circumstances. It is to be measured by the relevant facts of each case.

10.300 Contacts

1. This Request for proposal is being issued by the:

Kentucky Transportation Cabinet
Division of Program Performance
200 Mero Street, Mail Code W3-22-03
Frankfort, Kentucky 40622

2. Information regarding the procurement procedures shall be made in writing to:

Mr. James Wathen, P.E., P.L.S., Director
Division of Program Performance
Kentucky Transportation Cabinet
200 Mero Street, Mail Code W3-22-03
Frankfort, Kentucky 40622
E-Mail: Jim.Wathen@ky.gov

3. All programmatic and technical inquiries in regard to this solicitation, with the exception of questions regarding procurement procedures as described above, shall be made in writing to:

Brian Meade, P. E.
Transportation Engineer Branch Manager
Kentucky Department of Highways, District 5
977 Phillips Lane
Post Office Box 37090
Louisville, KY 40233-7090
Telephone: (502) 367-6411
Facsimile: (502) 363-6170
Email: Brian.Meade@ky.gov

4. Except for the Manager's Pre-Proposal Conference described in Section 10.400, no contacts should be made to KYTC, INDOT, or FHWA regarding any additional details of this request for proposal or the current management and operations of TRIMARC. Telephone calls shall be accepted only by Mr. Wathen.

5. Except for the Transition Period (Section 10.040), work is expected to begin on this contract July 1, 2007.

10.400 Consultants Pre-Proposal Conference

1. A Consultant's Pre-Proposal Conference shall be held at the Kentucky Transportation Cabinet Office Building in Frankfort, Kentucky, in order to allow prospective Managers an opportunity to ask questions about the Request for Proposal. This conference provides the prospective Managers their only opportunity for oral questions. The time and location of the Consultant's Pre-Proposal Conference is scheduled at **9:00 a.m. EDT, on Friday, October 6, 2006**, in the 1st Floor Auditorium of the Kentucky Transportation Cabinet Building at 200 Mero Street, Frankfort, Kentucky, 40622.
2. Attendance at the Consultant's Pre-Proposal Conference is **mandatory**. Interested Consultants shall send no more than five (5) representatives to the Consultant's Pre-Proposal Conference. RSVP no later than c/o/b October 3, 2006, by e-mail, telephone, facsimile, or mail. RSVP to:

Mr. Wayne Bates
Kentucky Transportation Cabinet
Division of Traffic Operations
200 Mero Street, Mail Code W3-26-01
Frankfort, Kentucky 40622
Telephone: (502) 564-3020
Facsimile: (502) 564-3532
E-Mail: Wayne.Bates@ky.gov

3. Consultants are encouraged to submit written questions to Mr. Wathen prior to the conference. Consultants may also submit questions after the conference to Mr. Wathen NLT c/o/b three (3) Cabinet working days prior to the deadline for Proposal submittal. No answer, clarification, etc., will be posted on the Division of Program Performance Website after c/o/b on Tuesday, October 17, 2006.
4. A Consultant or its representative who has a disability for which the Lead State needs to make an accommodation shall notify Mr. Bates of the need when communicating the RSVP.
5. Since impromptu questions will be permitted and spontaneous answers may be provided, Consultants should clearly understand that oral answers given by the Lead State at the conference are not binding. The Lead State shall prepare written responses to the salient written or oral questions and shall submit them as an addendum to the RFP pursuant to Section 70.400, to all Consultants within three working days. Minutes of the Pre-Proposal Conference will be posted on the Division of Program Performance web-site within five working days.

10.500 On-Site Visit

An opportunity to make a non-required visit to the TRIMARC facility will coincide with the Consultant's Pre-Proposal Conference. Consultants are urged and expected to inspect the TRIMARC facility and to satisfy themselves of all general and local conditions that may affect the performance of the contract, to the extent such information is reasonably obtainable. Failure by the Consultants to inspect the site shall not constitute grounds for a claim after award of contract. The on-site inspection will follow the conference and will be conducted by the Lead State. This inspection will be the only visit allowed Consultants during the Request for Proposal period. Nothing in this Section shall be construed to prohibit the on-going activities of the current Manager.

10.600 Laws and Regulations

Consultants are responsible for obtaining, reading, and complying with the laws and regulations cited in this Request for Proposal. This Request for Proposal may not necessarily cite all the laws and regulations that the Manager, once selected, may be responsible for following.

10.610 Pre-Qualification of Consultants

Consultants shall be pre-qualified with the Cabinet's Division of Program Performance in the following areas:

ITS System Integrator
ITS Management and Operations
ITS Communications Planning and Development

Additionally, the selected Consultant shall complete Thinking Beyond the Pavement, a KYTC\UKTC course required for all project managers. Completion shall occur NLT 45 calendar days after receiving the Notice to Proceed.

The Consultant is to obtain and maintain National Incident Management Systems (NIMS) certification for employees, except for administrative and non-field support employees, who will be working on this Contract. Certification is obtained by completing several on-line training courses that typically take less than two hours each to complete. Manager team personnel required to complete this training should have sufficient time to complete same prior to signing a Contract for services. Detailed information on the course requirements and certification process can be obtained by contacting:

Mr. Thomas H. Arnold
Director of Training Programs and State NIMS Compliance Officer

Tom.Arnold@ky.gov
502-564-2081

The Manager shall be an employee of the Prime Contractor. The Manager is not required to be a Licensed Professional Engineer, but shall have at least one (1) Professional Engineer Licensed to practice Engineering in both Kentucky and Indiana on the Project Team, and experienced in the activities associated with the planning, development, management, and operations of related advanced transportation technologies who maintains the appropriate technology awareness and proficiency on a daily basis.

The Manager shall have a member of the project team who has completed the USDOT “Using the National ITS Architecture for Deployment” training course. Completion shall occur NLT 45 calendar days after receiving the Notice to Proceed.

The Manager or a Sub-Contractor on its Team must be licensed by the Kentucky Fire Marshall’s Office. Preferably, a copy of the Electrical License(s) is to be placed in the Proposal. The period of time to acquire an Electrical License(s) can be lengthy. Proposals that contain a copy of the Electrical License(s) application will be accepted, however, the Contract will not be executed until the Electrical License(s) is obtained. Electrical License documentation can be included with the resumes and financial data prescribed in Section 70.550 (Proposal Submission Requirements).

10.700 Special Requirements

Consultants should pay close attention to the provisions in Section 10.700 through Section 10.800.

This Contract shall be effective on the date that a Notice to Proceed is issued. It shall be in effect initially until June 30, 2009. There shall be the option for renewals (Section 60.010). The Cabinet may decline a renewal option without explanation to the incumbent Manager. Likewise, the Manager may decline a renewal option without explanation to the Cabinet (Section 60.200).

10.710 Procurements and Future Contract Modifications

Contract Modifications may occur for various reasons, namely:

- Add Funds and/or Work Task Orders to the contract
- Add options for renewal
- Extend milestone dates
- React to changing conditions
- Modify “Up-set” limit

The list is not inclusive. Procurement of equipment and/or services by the Manager may be through use of (1) Company price contracts, (2) Request for Proposals from vendors

and/or (3) by Manager Personnel (e.g. software). Vendor requests may be prepared by the Manger prior to Contract Modification approval. Issuance of RFP's, in-house software preparation or any activity not specifically covered by the Contract is not to begin until Contract Modification approval(s).

Procurements may allow a partial payment of fifty percent (50%) of equipment costs upon delivery. Consultants are warned that they must be prepared to handle a significant up-front cost and financial capacity in the procurement of hardware.

10.720 Acquisition of Manager and/or Sub-Contractor(s)

Acquisition of the Manager and/or a Sub-contractor by another firm during the life of the Contract does not automatically open up the Contract to re-negotiation. Any change in cost, terms and/or conditions would have to be determined by the Cabinet to be in the Cabinet's benefit. The nature of the acquisition, whether voluntary or involuntary, will have no effect on this provision. Any insistence by an acquiring firm or holding company to increase the upset limit of the Contract is grounds for Termination by Default (Section 60.210).

The Cabinet is to be notified within ten (10) working days of any proposed or completed acquisition. Also, the Cabinet is to be provided with a listing of company affiliations owned by either the acquiring entity, and/or owned by the Manager. This listing is to be kept current. Failure to comply with this requirement can be grounds for Termination by Default (Section 60.210).

10.730 Equipment Mark-Up Percentages

The Manager from time to time may repair existing equipment or replace with equipment that has been repaired. Reimbursement of out-of-pocket costs will be made without mark-up. However, new equipment procured by the Manager or a Sub-Contractor is allowed **one** mark-up percentage to cover procurement costs and profit. The Manager may share a portion of the mark-up written below with a Sub-Contractor as long as there is no mark-up on another mark-up. The Cabinet has placed a limit of twenty percent (20%) on the mark-up for this project. A proposed higher percentage could result in rejection of the response. The Mark-up shall be allowed for any sales, use, or personal property taxes on such equipment. However, cost of Purchase Orders, receiving, administration, etc, will be reimbursed as a direct cost.

This percentage also provides one of the factors in "short-listing" for the second part of the selection process (Section 90.200). Consultants are to write-in their proposed mark-up percentage in both numbers and words in their Proposal. Failure to do so will result in *prima facie* evidence of a ZERO mark-up.

Mark-up Percentage	Points
>20%	0

20%	0	
19%	0.5	
18%	1.0	
17%	1.5	
16%	2.0	
15%	2.5	
14%	3.0	
13%	3.5	
12%	4.0	
11%	4.5	
10%	5.0	
9%	5.5	
8%	6.0	
7%	6.5	
6%	7.0	
5%	7.5	
4%	8.0	
3%	8.5	
2%	9.0	
1%	9.5	
0%	10.0	Maximum Points Possible

10.740 Innovative Approaches for Engaging DBE Firms, Minority-Owned Businesses, Small Businesses, and Recognized Minority Organizations

DBE goals and objectives have not been established of this Contract. The objective of this factor is to assess the creativity and ingenuity of the Consultant Team in developing ideas or strategies that will help level the playing field for DBE firms, minority-owned businesses, small businesses and recognized minority organizations. The concepts should explain how the Consultant Team will engage DBE firms, minority-owned businesses, small businesses and recognized minority organizations through race and gender neutral outreach, education, training, technical assistance and other supportive services. The focus of these concepts should be to increase the number and capacity of underutilized DBE firms, minority-owned businesses, small businesses, and recognized minority organizations in order to take advantage of contracting opportunities available through this Contract. The Proposal should not commit to the establishment of goals or percentage levels for participation of DBE firms or other small businesses. Except to the extent that the KYTC establishes a DBE goal for this Contract, all measures will have to be race and gender neutral, as the term is used in 49 CFR 26.

The Consultant’s Proposal will contain a “DBE Firms and other Small Business Participation Plan” as part of the scope of work for this Contract. In addition to DBE firms, minority-owned businesses, small businesses and other recognized minority organizations that provide Engineering and/or System Integration services, the Plan should also describe how other

DBE firms, minority-owned businesses, small businesses and other recognized minority organizations would be utilized. This Plan will be subject to the concurrence of the KYTC's Office for Business and Occupational Development. Except to the extent that the KYTC establishes a DBE goal for this Contract, all measures used will have to be race and gender neutral, as the term is used in 49 CFR 26.

There is not a specific DBE goal or a required percentage for participation. Consultant teams are expected to make good faith efforts in accordance with 49 CFR 26 to encourage the participation of DBE firms, minority-owned businesses small businesses and other recognized minority organizations based on needed services, qualifications and availability. (NOTE: This is not intended to be exclusionary in consideration for the use of any DBE firm, minority-owned business or small business as a sub-consultant for this Contract).

Small and minority-owned businesses are not required to be certified as DBE's in order to participate in this Contract. The utilization of small, minority-owned, and DBE businesses will be tracked and reported.

The above Plan is to be placed in a separate binder that is clearly identified on the outside and confirms to the criteria stated under Section 80.000. Consultants should include a brief discussion of their "DBE Firms and Other Small Business Participation Plan" in the Executive Summary. This brief discussion will count against the 50 page Proposal limit. Due to a concurrent review of this Plan by both the KYTC's Office for Business and Occupational Development, and the Selection Committee, Consultants should provide an original and 10 copies of the Plan.

Consultants will receive a maximum of **ten** (10) points for this item (Section 90.200).

SECTION 20 - SYSTEM REQUIREMENTS

20.000 FACILITY OVERVIEW

The Commonwealth of Kentucky owns the building housing the TRIMARC facility at 901 West Main Street. The building maintenance, including its heating, ventilation and air conditioning, are the responsibility of the Cabinet. TRIMARC and the traffic management system were constructed using Federal-aid funds. The States of Kentucky and Indiana agreed to build, operate, and maintain TRIMARC as evidenced by execution of Federal-aid Agreement Documents.

This Request for Proposal is intended to solicit proposals for the management and operation of the TRIMARC activity and associated system integration.

20.100 Scope of Work

This Scope of Work defines the tasks to be performed under the Contract by the selected Manager for the operation of the TRIMARC Advanced Traffic Management and Advanced Traveler Information Systems activity. The coverage area for the system currently encompasses Jefferson County in Kentucky and the southern Indiana communities of New Albany, Jeffersonville, and Clarksville. During the course of this Contract, the geographic coverage and services of the program may expand with the mutual agreement of the Cabinet and the Manager. The TRIMARC Control Center is currently operated five days a week (Monday through Friday), 12 hours a day (6:30 AM to 6:30 PM). Managers should base their submissions on continuing this operation of the System. In general, the Control Center will be closed on the following holidays or the recognized day they are celebrated: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. However, please note that the Lead State may, at its option, negotiate increasing the hours of operation of the TRIMARC System.

All operations of TRIMARC currently originate from 901 West Main Street, Louisville, Kentucky. The services to be provided by the Manager are defined by the following tasks:

1. **Direction, Supervision, and Administration**
2. **System Engineering and Operation**
3. **Equipment Maintenance**
4. **System Integration**
5. **Freeway Service Patrols**
6. **Special Engineering Projects**
7. **Utility Management**
8. **Emergency Accident Repairs**

20.200 Responsibility of the Selected Manager

20.210 General Responsibilities

1. The Manager shall have general responsibility for management and operation of the TRIMARC Activity. These responsibilities include "Operations", "Response Maintenance", "Preventive Maintenance", "Design Modification", and "Management". This includes, but is not limited to, performance of all maintenance required for the mechanical, electrical, and electronic features of TRIMARC; replacement of all materials and equipment as its useful life is expended; maintaining a qualified on-site emergency response unit; keeping up the general cleanliness of the facility.
2. System operators, their supervisor, the Systems Administrator, and other support staff shall occupy office space at 901 West Main Street, Louisville, Kentucky. The Cabinet may consider relocation of some or all of the operations within the Metro Louisville Region during the course of this Contract. The Manager shall place all Control Center and field equipment utilities under the responsibility of the Manager and shall be responsible for prompt payment of all associated costs (Reimbursable Items). The

Manager will not be reimbursed for late charges for overdue utility payments unless it can clearly show that the Lead State was responsible for the late charges.

3. The Manager shall maintain all features within the limits of the TRIMARC facility property and all systems described in Section 30 of this Request for Proposal. **The building maintenance including its heating, ventilation and air conditioning are the responsibility of the Cabinet. The grounds surrounding 901 West Main Street are also the responsibility of the Cabinet.** The Manager will exercise due diligence in the use of the facility and the grounds.
4. The Lead State will provide all items comprising the TRIMARC system at no cost to the Manager. These items will include space on the Operations Floor and sufficient additional office space to run the Operations; ATMS/ATIS hardware and software; communications; and adequate parking. The ATMS/ATIS software will be licensed to the Cabinet by Northrop Grumman prior to the start of this Contract. The Manager shall be prepared to use this software at the start of the Contract. Section 10.040 may be required if the Manager is not prepared.
5. System hardware and software changes may be implemented by others during the term of this effort. The changes are not expected to adversely impact the work of the operator of the TRIMARC system. The role of the Manager in software integration and maintenance may range from cooperation to purchasing hardware and/or software to support TRIMARC operations.
6. This arrangement requires a close working relationship between Manager and State personnel. The Manager and State, working together, will upgrade system configurations, refine policies for the operation of the system, ensure that the system is being properly maintained, and keep inventory records of TRIMARC equipment. State personnel will provide guidance to the Manager's administrative staff as required regarding the accomplishment of these tasks.
7. To carry out the mission of TRIMARC, the Manager and staff shall be required to cooperate and communicate with several outside agencies and firms, including the Metro Louisville Police and other police agencies responsible for patrolling the region's roadways, firms engaged in gathering and disseminating traffic information, such as Metro Traffic, Total Traffic, various TV and radio stations, neighboring States and contractors engaged by the State to provide various services.
8. The Manager shall setup and maintain an inventory of all assets assigned to the TRIMARC Activity. The inventory shall contain a description of each asset including the specific identification characteristics of each asset, the cost of the asset and the estimated useful life. The schedule will support the annualized payments to the escrow account for each asset. The Manager shall recommend a payment schedule to the

Advisory Committee for the CEREAs. Payments shall be made not less than quarterly by each participating agency and may be billed by the Manager to the Lead State.

9. The Manager shall setup and maintain a system of administrative and fiscal controls such that the facility may be managed and operated in an efficient manner. Such controls will allow the tracking of administrative and fiscal operations for the annual audit.
10. The Manager shall setup and maintain plans for Operations, Management, Response Maintenance, Design Modifications, and Response Services. These plans shall be submitted by the Manager within 45 days of the Notice to Begin Work.

20.220 Personnel Responsibilities

1. The Manager shall designate one person as the TRIMARC Project Manager. This person shall be normally located at the site in a full time capacity. The TRIMARC Project Manager or a designated representative shall be available 24 hours a day. The TRIMARC Project Manager shall serve as a one-point contact between the Lead State and the Manager in matters involving day-to-day operations and maintenance of the facility.
2. Prior to the finalization of a contract, the Manager shall submit to the Lead State the qualifications of all employees to be located at the TRIMARC facility. These employees include: the direct labor employees of the Manager and any sub-contract staff proposed by the Manager.
3. The Manager shall cause any other support staff such as programmers, engineers, and other experts to be provided, with costs for their office space included in the Manager's overhead.
4. The Manager shall ensure that minimum fair labor standard practices are met.

20.230 Equipment and Materials Responsibilities

1. The Manager shall be responsible for maintaining a sufficient inventory of spare parts and equipment to ensure minimum delays in repairs or maintenance. The current contract for the TRIMARC facility includes the provision of spare parts. These items shall be turned over to the Manager for use in operating and maintaining the facility. These parts shall be stored at the existing maintenance facility located within the boundaries of the facility. The provided items shall be replaced as part of the Manager's contract, with a payment schedule as described in Section 62.800.

2. The Manager shall provide any needed vehicles, including bucket trucks, in the performance of this Contract. This responsibility shall be covered by the Manager's fee. The Manager may on occasion be able to coordinate with Highway District 5 for the use of equipment, but the Manager should not depend upon this possibility.
3. The Manager shall provide security for the items in the contract which are located at the TRIMARC facility, and shall make best-efforts to provide security for field devices and items.
4. The Manager shall develop a preventive maintenance plan for TRIMARC. This plan shall be submitted within 45 days of the Notice to Begin Work to the Lead State for approval.

20.240 Emergency Response Responsibilities

1. The Manager shall be given necessary jurisdiction to perform emergency response efforts as needed. The Manager should secure agreements with local emergency management authorities, counties, states, or other entities required to obtain assistance in emergency response.
2. All emergency response personnel, including at a minimum the TRIMARC Freeway Service Patrol Operators, shall be trained in the following areas:
 - a. Hazard Communication – Right to Know (29CFR 1910.1200)
 - b. Personal Protective Equipment (29CFR 1910.132)
 - c. Blood Borne Pathogens (29 CFR 1910.1030)
 - d. Fire Extinguishers and Hazardous Materials (29 CFR 1910.157 and 29CFR 1910.106)
 - e. Traffic Control – Highway Safety
 - f. First Aid/CPR
 - g. Highway Crash Site Management
 - h. Basic Hazard Awareness
3. The Manager shall provide the required continuing education and re-certification training for the above listed programs as required at no cost to the employee. The employees shall not be required to undergo training on their time or expense as a condition of employment.
4. The Response Service Plan shall outline a course of action and designate the personnel, equipment, and materials expected to be used in confronting incidents resulting from traffic accidents, systems failures, hazardous materials exposure, medical emergencies, and natural causes.
5. As part of the Response Service Plan, the Manager shall develop traffic control plans for the TRIMARC facility and surrounds. The traffic control plans will list typical sketches

of the traffic control devices and personnel in the event of a lane closure in either lane, closure of an entire roadway, or total TRIMARC closure. The plans shall also be used for traffic control necessary for maintenance operations. The traffic control plans shall follow the guidelines of the Manual on Uniform Traffic Control Devices and be supported by the Traffic Surveillance Control System.

20.300 Responsibility of the States

1. Subject to the terms and conditions set forth in this Request for Proposal, and upon execution of a written contract, the Lead State shall grant the Manager the privilege to use space at the TRIMARC Facility to operate and maintain the TRIMARC Activity.
2. The Lead State will provide all items comprising the TRIMARC system at no cost to the Manager. These items will include space on the Operations Floor and sufficient additional office space to run the Operations; ATMS/ATIS hardware and software; communications; and adequate parking.
3. The Lead State shall have full access to the TRIMARC facility and any off-site storage and maintenance site.
4. The contract for the TRIMARC facility includes the provision of items to be used by the States for purpose of maintaining the roadway approaches, such as guardrail and lighting standards. The States shall replace these items as they are used.
5. The Lead State shall evaluate the Manager's emergency response performance based upon reviews of written and video records, independent post-incident interviews, and traffic data.
6. The Lead State shall periodically inspect the TRIMARC facility for compliance with applicable state and federal statutes and regulations and to insure proper execution of the contract.

20.400 Reports

The Manager shall furnish to the Lead State, and to INDOT, the reports described below.

1. **Annual Activity Report:** The Manager shall furnish an original annual report, attested by an officer or the Manager. This report shall be provided to the Lead State within thirty days of the end of the Lead State's fiscal year (July 1 to June 30). This report shall contain a list of personnel changes, equipment changes, maintenance activities, and emergency response activities for the previous fiscal year, as well as any additional information that may be reasonably required by KYTC and/or INDOT.

2. Annual Audit Report: An annual audited financial report prepared under generally accepted accounting principles by a certified public accountant shall be submitted within ninety days after the end of the fiscal year (June 30). The certified public accountant firm secured to prepare the audit reports shall be chosen by the Manager and approved in writing by the Lead State.
3. Other Reports: The Manager may also be required to submit additional reports as reasonably required from time to time by the Lead State and/or INDOT.

SECTION 30 - OPERATING SYSTEMS

30.000 SYSTEM OVERVIEW

The management and operation of the systems covered in this section of the Request for Proposal shall be addressed in the Manager's management and operations plan, which is due within 45 calendar days of the Notice to Proceed.

30.100 Roadway Sensor System

TRIMARC has a number of roadway sensors that allow the Operators to monitor the condition of the roadways. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", "Design Modification", and "Management" of this system.

30.200 Closed-Circuit Television System (CCTV)

TRIMARC has a number of Closed-Circuit Television (CCTV) cameras that allow the Operators to monitor the condition of the roadways, verify system alarms, and assist responders. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", "Design Modification", and "Management" of this system.

30.300 Dynamic/Variable Message Signs (DMS/VMS)

TRIMARC has a number of Dynamic/Variable Message Signs (DMS/VMS). These over-the-roadway message signs allow the Operators to post messages to forewarn motorists of accidents, detours, closures or congestion, and can convey special instructions to motorists monitor the condition of the roadways. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", "Design Modification", and "Management" of this system. The Manager shall be responsible for providing a secure network to access the subject signs. TRIMARC personnel also activate the signs in cooperation with the National Weather Service when specific severe weather events occur (tornados, etc.). The Manager may also be required in the future to provide access to any secured network to the Cabinet for the sole purpose of accessing the subject signs.

30.400 HIGHWAY Reference Markers (0.2 Mile Spacing)

TRIMARC has a number of Highway Reference Markers installed at 0.2 mile intervals that allow the Operators/Responders/Motorists to determine a more accurate roadway event location. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", "Design Modification", and "Management" of this system.

30.500 TRIMARC Software

The Cabinet has licensed software from Northrop Grumman as its ATMS/ATIS control software. This software is scheduled for replacement by TransCommander Software from Northrop Grumman prior to July 1, 2007. The Cabinet will also have a license to use this ATMS/ATIS control software. The Manager shall be prepared to use this software at the start of the Contract. The specifications of Section 10.040 may be required if the Manager is not prepared. A listing of software currently used by TRIMARC is as follows:

<u>Use</u>	<u>Software</u>	<u>Copies</u>	
HP Server	HPUX OS	1	*
	Sybase	1	
	Bluestone	1	*
	DataProtector	1	
	MirrorDisk UX	1	*
	Sherril Lubinsky SL-GMS	1	*
	Quest Industries XRT	1	*
TransCommander	ArcSDE	1	+
	MapObjects Java	1	+
	ArcInfo	1	+
	Bugzero	1	
General Workstation Software	Windows XP	12	
	Symantec Security AntiVirus	12	
	Office XP	8	
	Snag-It	5	
	Hummingbird	6	*
System Admin Workstations/Laptops	Crystal Reports	2	
	MicroStation V8	1	
	ESRI ArcGIS ArcView	1	
	TOPS	1	
	ACDSee	5	
	Trackit	1	*
	PCAnywhere	2	

	MapClick	1
	Smart Sight	1
Specialty Workstations	GlobeCaster (TV Broadcast)	2
	Red Hat Linux (Web Servers)	2
	TigreEye (Field Processor)	4
	Citilog (Field Processor)	1
	RVSpac (RVS8000 PAC support)	1
Total Station Support PC	Windows 95	1
	AutoSketch	1
	Sokkia Mapping Software	1
	Office 97	1
Auto Incident Recording Workstation	Dazzle Video Record/Edit/Copy	1
	Incident Analytical System	1
Hardware Drivers/Interface/Configuration Software	DSI Central	1
	Daktronics Vanguard VMS	1
	Citilog Remote Administrator	1
	ADR 3000 StopWatch +	6
	MDS Radio Config Software	1
	EIS WinRTMS Software	1
	Konica-Minolta PageScope	1
	Axis IP installer	1
	FlukeView	1
	HP DesignJet 450C Plotter	1
	HP LaserJet 4000 Drivers	1
	HP LaserJet 4600 Drivers	1
	ISS HAR AlertAM	1
	Wireless Ace 3G	1
	Card Scan	1
	HP Precision Scan Software	1
	Smart Bridges	1

* Currently operational but to be replaced with TransCommander suite of software

+ To be executed as part of TransCommander cut-over

It is estimated that the Annual License / Warranty / Maintenance Fees for the total software configuration after TransCommander is installed will be between \$46,000 - \$50,000. The Manager shall be responsible for the payment of any such costs as part of the Manager's fee.

30.600 CARS/CARS 511 Traffic Information System

The Cabinet is a member of the CARS-511 Consortium. The Condition Acquisition and Reporting System (CARS) is a geographical/Map-based reporting system for event entry and

management, using national ITS standards. It is owned by the CARS-511 Consortium States, and the purpose is to communicate event data to other systems for automated dissemination to the public. TRIMARC is one of the designated locations for CARS entry input. The Manager will be responsible for ensuring that required TRIMARC area event data is entered into the CARS system, and will be responsible for any necessary interface modifications that may be necessary to input data from TRIMARC into CARS due to future changes that may be necessitated in the CARS system due to ITS Standards changes, etc.

30.700 Freeway Service Patrol Monitoring

TRIMARC communicates with TRIMARC Freeway Service Patrol vehicles and the INDOT Hoosier Helpers patrolling the region's freeways. TRIMARC Operators will monitor, coordinate, and dispatch TRIMARC's vehicles.

30.800 TRIMARC Building Security System

The fire protection system consists of smoke detectors, pull stations, and linear heat detectors installed within the TRIMARC. The system allows the TRIMARC operator to monitor specific access points and equipment. It detects unauthorized entry, opens or unlocks specific doors, and allows the operator a degree of remote control from the console.

30.900 Highway Advisory Radio (HAR) System

A HAR system within the TRIMARC operating area provides radio broadcast information on 530 KHZ AM. This system is shared with the Louisville-Jefferson County Convention and Visitors Bureau. TRIMARC accesses the system through the telephone network. When the system is activated, flashers on a number of freeway signs in the area are also activated, advising motorists to tune to 530 AM. TRIMARC also cooperates with the National Weather Service (NWS) to allow the NWS to access the HAR. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", and "Management" of this system.

31.000 Wizard

This is a portable CB-based warning system that broadcasts on CB-channel 19. It is normally utilized on I-65 near the Brook Street exit ("Hospital Curve") to warn commercial truckers of the dangers of the curve. The Manager may occasionally be tasked to move the device to another location, either in Highway District 5, or to another Highway District, to support critical Highway activities. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", and "Management" of this system.

31.100 Power Supply System

The power supply system is dual source and includes a primary and secondary power system, an un-interruptible power supply, and a standby diesel-powered generator. The generator was installed in March 2006 and was purchased with a five-year, all-inclusive warranty. There is also an automatic system that notifies TRIMARC personnel when the generator is activated, or if a problem exists. The Manager shall be responsible for periodic testing (minimum once per month), topping-off and/or filling the fuel tank a minimum twice per year, and for notifying the Vendor in the event of generator problems.

31.200 Telephone System

The existing telephone system is a four-line system, with an automated attendant. Easy access to a live operator is provided. A system is also in place that allows after-hours callers to automatically notify TRIMARC personnel when needed. The Manager shall be responsible for "Operations", "Response Maintenance", "Preventive Maintenance", and "Management" of this system.

SECTION 40 - MAINTENANCE REQUIREMENTS

40.000 MAINTENANCE OVERVIEW

As stated herein, it is the responsibility of the Manager to appropriately and properly manage and operate the facilities at the highest level to serve the States' traveling public over the duration of the contract period. Specifics include but are not limited to the following subsections.

40.010 Use of Premises

The Manager shall be responsible for the careful, safe, and proper use of the premises and will not permit any waste or nuisance thereon, and shall maintain the premises in a clean, neat, and presentable condition. The Manager shall maintain, in good condition and repair, any and all equipment, appliances and other property on the premises, and will not encumber or remove the same, or do or suffer to be done anything whereby the same or any part hereof may be seized, taken on execution, attached, destroyed, or injured, or by which the Manager's right to use may in any way be altered, encumbered, impaired or prejudiced. The Manager hereby acknowledges and covenants that it acquires hereunder no interest in any buildings, structures, equipment, appliances or other property now on the premises or which may hereafter be placed thereon by the Lead State, except the right to use the same as a Manager.

40.020 Housekeeping, Buildings, Grounds, and Parking Lots

The Manager, at its own expense, shall clean, and keep continuously clean, the facility - buildings and grounds/parking lots. Except as otherwise specified in this section, the Manager shall perform at its sole expense such other housekeeping functions as are necessary to keep the aforesaid facility, including the equipment therein, in a safe, orderly and presentable condition, to prevent unnecessary depreciation thereof, and keep the buildings free of insects, rodents, vermin, and other pests. Policing of litter on the grounds and parking lots shall be at the sole expense of the Manager.

40.100 CONTRACTED MAINTENANCE

Maintenance or service contracts may be issued for the following items:

1. Computer equipment
2. Electronic Office Equipment
3. Vehicles
4. Emergency Response equipment
5. Telephone and Communications System
6. Housekeeping
7. Garbage Pickup
8. Landscaping
9. Any required storage rental

The Manager shall assume responsibility for administration and costs of the maintenance and service contracts not otherwise provided by the Cabinet. This responsibility shall be covered by the Manager's fee.

SECTION 50 - SERVICES

50.000 GENERAL

The Manager shall provide the following services as a part of this contract. These include Operations, Freeway Service Patrols, Incident Management, and Community Involvement. As a part of each of these services, the Manager shall promote and strive to ensure the safety and mobility of people and goods within the TRIMARC region.

50.100 OPERATIONS

TASK 1: DIRECTION, SUPERVISION, AND ADMINISTRATION

Task 1 consists of all work necessary to manage, direct, supervise, and administer the TRIMARC system by the Manager's staff and management support personnel. It also includes participation in meetings by the Manager.

Sub-Task Description

A. The Manager shall employ, train, schedule, and supervise control room operators, dispatchers and field support personnel. This shall include accommodating vacations, sick leave, and other absences of operations personnel by training and supervising relief operators, dispatchers and on-call personnel.

B Subject to approval by the Lead State and on a cost reimbursement basis, the Lead State or the Manger may propose changes to application software or hardware. Modifications to the application regarding hardware and software are subject to Commonwealth “Enterprise Architecture and Standards”, at the following Website:

<http://gotsource.ky.gov/dscgi/ds.py/View/Collection-183>.

The Manager will be responsible for developing effective schedules for the integration of upgrades of all TRIMARC software to mitigate the impact on operations. Included in this process will be backup and recovery plans for contingency as well as parallel operation scenarios if appropriate. Once everyone is fully informed on the software upgrade plan, the Manager will make known the plan with the appropriate agency representatives for final coordination prior to implementation.

C. The Manager shall assist the Lead State with establishing repair priority for failed equipment. The Manager’s personnel will often be the first to know of an equipment failure and shall be responsible for issuing a work order for equipment repair (see Task 3). Helping establish priorities for repair of failed equipment shall also be considered part of this task.

D. The Manager shall procure supplies and/or required services for TRIMARC use and operations. The supplies and/or required services to be procured include but are not limited to computer paper, fax machine paper, computer printer ribbons, computer tapes and disks, forms, logs, diaries, record keeping supplies, communications services, repeater charges, minor computer and equipment repairs, etc. The purchase orders shall be issued by the Manager, and paid by the Lead State as a direct cost of the contract. All purchasing shall be done through a competitive process and will be subject to approval by the Lead State.

E. The Manager shall respond to inquiries about TRIMARC operation as directed by the Lead State. Inquiry responses involve telephone conversations, providing supporting data for evaluation and use by the Lead State, transmittal of pre-printed materials, accommodation of visitors at the TRIMARC Operations Center, and meetings at locations away from the TRIMARC Operations Center.

F. The Manager shall maintain records and documentation as directed to support the overall operations of the TRIMARC Operations Center

G. The Manager shall prepare task schedules for TRIMARC operation, which must be pre-approved by the Lead State.

H. The Manager shall participate in post-incident debriefings, with all agencies and vendors involved in managing a major traffic incident, to determine whether existing operating procedures should be changed. This work also includes travel to meetings away from the TRIMARC Operations Center.

I. The Manager shall participate in incident planning and procedure updating. This task includes Manager work necessary to recommend incident response operating procedure changes

TASK 2: SYSTEM ENGINEERING AND OPERATION

SUMMARY

This task consists of all work necessary to provide human monitoring of the TRIMARC ATMS and performance of manual tasks necessary for the system's effective operation. It is anticipated that as KYTC adds external hardware in successive ITS equipment build-outs, the level of human monitoring of the system may increase. As a result, data collection efforts and other system maintenance tasks will also increase.

Sub-Task Descriptions

A. The Manager shall provide monitoring of traffic operations using the TRIMARC ATMS, and other software programs as necessary. A minimum of two operators and a supervisor shall be present during the peak travel times each day, that being 7:00 AM to 9 AM and 4:00 PM to 6:30 PM. During the term of this contract, it is anticipated that the number of roadways and the total mileage covered by TRIMARC and the TRIMARC Operations Center will increase. If the Lead State deems that additional manpower is necessary to operate the expanded system, the Manager will be authorized by Contract Modification to provide extra personnel. Monitoring of traffic control device operation includes monitoring of field equipment such as CCTV, VMS, traffic sensors, etc.

B. The Manager shall provide monitoring of the TRIMARC's equipment failure monitoring system. Operators shall acknowledge equipment failure, and evaluate the system reported failure through a series of operations procedures. Upon verification of an equipment failure, the Manager shall call for appropriate repairs, and return the equipment to on-line status upon completion of repairs or installation of a spare. All repair/replace activities will be documented in a maintenance log and summary reports provided twice each year. The Manager will monitor and report the amount of time vendors are taking to perform factory repairs and return to the Project.

- C. The Manager shall provide management of traffic incidents. Incident management shall be performed in accordance with existing and Manager developed standard operating procedures, approved by the Cabinet's Program Manager.
- D. The Manager shall provide monitoring of CB radio monitoring consoles, closed circuit television, police radio scanners, radio transmissions, and weather stations, and any additional communications equipment in use at the TRIMARC Operations Center. The Manager shall also insure that coordination and communications are maintained with surrounding Traffic Management Centers (e.g., ARTIMIS, Indianapolis, Nashville, Lexington, KYTC TOC, etc.)
- E. The TRIMARC operators shall direct phone inquiries from agencies, private citizens, and the media regarding TRIMARC policies and operations procedures to the Cabinet's Public Information Officer or his designee in Highway District 5. TRIMARC Operators may be authorized by the Public Information Officer to provide basic traffic information on road conditions and incidents as necessary.
- F. From time to time, as part of their normal duties, the TRIMARC operators will be required to assist in traffic data collection using the automated traffic data acquisition features of the TRIMARC Operations Center System.
- G. From the Control Center, or from designated TRIMARC personnel locations after hours, the Manager shall operate and display messages on fixed, and portable changeable message signs. Communications to these signs is by means of telephone lines, wireless links, and modems.
- H. Highway Advisory Radio (HAR) sites will also be monitored, in cooperation with the Louisville – Jefferson County Convention and Visitors Bureau.
- I. The Manager shall communicate with TRIMARC Freeway Service Patrol vehicles and the INDOT Hoosier Helpers patrolling the region's freeways. TRIMARC Operators will coordinate and dispatch TRIMARC's vehicles.
- J. Regardless of the status of the TRIMARC software, the Manager shall continue to operate the TRIMARC Operations Center using whatever means are available.
- K. The Manager shall provide system engineering services to continually evaluate and enhance TRIMARC operations. These services will involve working with other transportation and public safety initiatives which are impacted by or potentially will impact TRIMARC operations. For example, construction projects in the TRIMARC region may require the relocation of the project's assets. The Manager shall make recommendations on how best to handle the assets and will coordinate activities.
- L. From time to time, the Cabinet may find a new technology that might be of benefit to the ITS initiatives throughout the Commonwealth. The Manager shall assist the Cabinet in

the evaluation through various means not limited to prototyping, document research, and temporary deployment. Results of these activities will be documented in summary white paper reports.

M. The Manager shall be the TRIMARC System Administrator. In this role, the Manager shall manage the updates to all system software (commercial off the shelf and TRIMARC specific developed software) to mitigate the impact on daily operations. The Manager shall be responsible for the cost of keeping all software warranty and maintenance contracts for technical support and periodic updates.

TASK 3: Equipment Maintenance

SUMMARY

This task consists of work to maintain all TRIMARC assets.

Sub-Task Descriptions

A. The Manager shall monitor the operating status of all TRIMARC assets. If an anomaly is detected, the Manager shall apply best engineering practices to isolate the problem and to take corrective action to restore service.

B. It is anticipated that the Manager shall establish commercial extended warranties and maintenance contracts for standard computer and communications equipment such as servers, workstations, printers, network switches, and routers. For critical resources, the contracts shall minimize the time to restore service to 24 hours Monday through Friday.

C. The Manager shall maintain all TRIMARC field equipment. This includes cameras, detectors, fixed dynamic signs, portable dynamic message signs, highway advisory radio, CB-based warning systems, and any other equipment deemed under the control of the TRIMARC system.

D. While the vast majority of TRIMARC field equipment are mounted on lowering systems, there are assets that may require special equipment to access and maintain. Any shoulder or lane closure required to maintain the equipment shall be coordinated with KYTC and/or INDOT District Offices, as appropriate, and be performed during non-peak travel times.

E. The Manager shall be responsible for tracking all equipment that must be returned to the vendor for factory repair.

F. The Manager shall be responsible for the maintenance of the spares inventory and report on the status of repairs and sparing levels twice each year. The Manager shall review the performance of all equipment and recommend adjustments to the sparing levels.

G. The Manager shall provide qualified maintenance technicians capable of performing bench level maintenance on TRIMARC field equipment. The maintenance technicians shall also be qualified to operate basic electronic test equipment such as oscilloscopes, voltage meters, and data analyzers.

H. The Manager shall perform and document preventive maintenance on all TRIMARC field equipment per the TRIMARC Maintenance Plan.

I. All maintenance actions shall be documented in a TRIMARC Maintenance Log and the associated TRIMARC data bases.

TASK 4: SYSTEM INTEGRATION

SUMMARY

The TRIMARC Program strives to stay current with the latest technologies and ITS applications and to expand the existing system. The Manager shall provide engineering related services to assist with this goal.

Sub-Task Description

A. The Manger shall provide system integration for system expansion. This may include assisting either state with integrating equipment and software solutions to new projects or modifying existing projects.

B. The Manager shall from time to time research and recommend new equipment and/or ITS applications for evaluation for TRIMARC.

50.200 FREEWAY SERVICE PATROLS

TASK 5: FREEWAY SERVICE PATROLS

SUMMARY

The Manager, as a part of this Contract, shall provide Freeway Service Patrols. The Manager shall make best effort to secure or retain private sector funding required to provide the necessary vans. Examples include investment, equipment donations, or corporate sponsorship (e.g. the CVS co-sponsored vans currently operating in the ARTIMIS area). The goal is to eliminate the public investment. The Manager shall provide for the operation of the Freeway Service Patrol van(s) in accordance with Section 50.200. Nothing in this Section shall prevent the Manager from contracting for this service.

Scope of Work

The Manager shall provide a Freeway Service Patrol (FSP) on designated routes at specified times in support of the TRIMARC System. Currently, there are two private sector Freeway Service Patrol vehicles serving TRIMARC. That number could change at any time. The primary purpose of the FSP is to provide congestion relief which may include assisting motorists and/or other service personnel in incident situations including, but not limited to: mechanically disabled vehicles, accidents, lost motorists, sick or injured motorists, pedestrians or animals on the roadway, removal of non-hazardous debris, vehicle or brush fires, fuel leaks, and assistance to law enforcement officers. All FSP services will be provided free of charge to the motorist. FSP drivers shall not accept or solicit gratuities or favors of any sort, nor shall they recommend specific tow, repair, or body shop businesses.

The maximum annual vehicle-hours shall not exceed **5,800 hours**.

This service is not to be confused with the INDOT Hoosier Helper Freeway Service Patrol vehicles which operate in Indiana. Neither are they to be confused with KYTC Freeway Service Patrol vehicles that currently operate, or may operate, within portions of Jefferson County.

Procedures and Priorities

The priorities of the FSP shall be:

- Provide for the safety and well-being of the people at the incident scene.
- Provide for the rapid clearing of vehicles, debris, and equipment from the travel lanes.
- Provide recovery information as appropriate.
- Serve as permanent vehicle probes, reporting on a routine schedule to the TRIMARC Operations Control Center (OCC) about traffic conditions, confirming sensor data, link speeds, message sign content, and other equipment performance.

Incident response shall take precedence over motorist assistance. If an abandoned/disabled vehicle is encountered while in route to an incident scene, the vehicle shall be inspected to ensure there is no medical emergency.

When and where conditions permit, minor repairs may be performed on the highway shoulders. Where conditions do not warrant, the vehicle shall be removed from the highway to a drop-off location (e.g. a parking lot near an entrance or exit ramp). Vehicles shall be serviced according to the following guidelines:

- If the vehicle is mechanically disabled and the problem is apparent, perform the needed service on the highway shoulder. This includes, but is not limited to: providing fuel, oil, water, or

providing other essential automotive fluids; repairing, changing, or inflating flat tires; repairing or replacing cooling system hoses; replacing fan belts; wiring-up or removing portions of damaged exhaust systems; or replacing or repairing other mechanical or electrical components that may be quickly serviced on site.

- If the vehicle is mechanically disabled and the problem is not readily apparent or the repair time exceeds 15 minutes, the vehicle shall be removed from the interstate or freeway, with the owner's permission. The appropriate dispatch center shall be notified to dispatch a rotation tow service, dispatch a motorist-specified tow service, advise a friend or relative to assist them, or other motorist arrangement.
- If the vehicle has been involved in an accident, no attempt shall be made to repair the vehicle. The vehicle should be removed as soon as possible to the nearest safe drop-off point.

There may be instances where the FSP drivers are requested to assist law enforcement authorities with traffic control or other scene requirements. In these instances, the FSP drivers shall follow the instructions of the enforcement authority in charge of the incident.

Note that in all cases, it is expected that the TRIMARC Operations Center shall be notified as to the FSP vehicle's status since all FSP vehicles are under direct supervision of TRIMARC.

During the specified and contracted hours of operation, the FSP vehicles will be exclusively dedicated to the freeway service patrol and shall not be removed from their specified routes except for moving a vehicle to a drop-off point, replenishment of expendable items (e.g. gasoline or fire extinguisher), or as directed by the OCC control room.

Corporate Sponsorship

Corporate sponsorship may be used to underwrite a portion of the cost of the freeway service patrol. Sponsorship shall be limited to a single corporate entity. Sponsorship shall be subject to approval by the KYTC. The bid prices shall reflect the cost to the Lead State excluding costs underwritten by a corporate sponsor.

Vehicle and Equipment Requirements

Each vehicle shall be equipped, at a minimum, with the following items:

GPS location device
Push bar & tow ball
P-A system and external speaker (minimum of 120 watts)
Front & rear 12 volt jump start system
Marine deep cycle batteries for jump start system
Minimum of five gallons diesel, water, & gas
Funnels
Air compressor

Cellular phone
CB radio
Two-way radio compatible with OCC and police frequencies
Emergency frequency scanner
Roof mounted emergency light bars
Emergency lights
Directional arrow light
Rechargeable flashlights (2)
Fire extinguishers - CO2, ABC, & H2O
Street broom and flat shovel
Trauma bag (medical kit) & oxygen
Portable air can
Paper towel dispenser & hand cleaner
Pipe, fittings, and clamps
Diagnostic test equipment
Adhesives
Tow chain and j-hook
Sledge hammer (15 lb.)
Nuts, bolts, cotter pins, springs, etc.
Wire & electrical repair components
Minimum 6 quarts oil and 6 quarts transmission fluid
Complete set of mechanic's hand tools
Water & gas line antifreeze (in season)
Minimum 5 gallons coolant
Brake fluid, hydraulic fluid
Assortment of spare parts
Hazmat kit (booms and pads)
Bucket of sand or clay absorbent material
Tape recorder for log
Lock out kit
Patrol area service directory
Electrical and duct tape
Mechanics wire
Hand winch
Poly tarps
Assorted filters and hoses
Fluorescent cab lighting
Hydraulic jacks (20 ton capacity - floor and bottle)
Crow bars, bolt cutters, and hack saw
Trash bag
Potable water
Blankets
Rain ponchos

Each FSP vehicle shall be painted white. The vehicles shall be signed to clearly indicate that they are FSP vehicles. Appropriate upkeep shall be required in order to maintain appearance. Each vehicle shall display the TRIMARC program logo on both sides of the vehicle as well as on the rear of the vehicle. Identification shall also be displayed on the hood of the each vehicle. The logo of the Kentucky Transportation Cabinet, the Indiana Department of Transportation, and the Commonwealth of Kentucky "Unbridled Spirit" shall be affixed to both the driver and passenger doors. Signage indicating the corporate sponsor, if applicable, may be included on each side of the vehicle. No other company names, logos, or other advertising or markings are allowed. All titles and logos are to be kept clean and readable throughout the vehicle's operation. Any change in the vehicle paint scheme or logos shall be approved by the KYTC Program Manager. The vehicles shall also be kept clean and washed.

Personnel Requirements

All FSP drivers shall be 21 years of age or older and have a minimum of a high school education or its equivalent. All drivers shall possess a valid, current driver's license. They must demonstrate the ability to provide safe and proper service as well as the ability to exercise reasonable judgment in carrying out their patrol duties. All drivers shall have practical experience in automotive repair and maintenance with preference given to ASE certified mechanics. Preference shall also be given to drivers possessing emergency medical certification. If not certified, the provider shall provide CPR and first aid training and the driver must become a Kentucky certified EMT within the first year of service.

Uniform requirements

All FSP drivers shall have a common uniform. These uniforms, at a minimum, shall be identified with the driver's name and photo identification, the provider's name (or other identifying mark), as well as patches indicating the driver's medical certification. Protective shoes or boots shall be worn. All outer clothing (e.g. vests, rain gear) shall be reflectorized. Uniforms shall be presentable at all times. Therefore several sets shall be provided in the vehicle. Each driver's uniform shall clearly identify him or her as an FSP driver and a representative of TRIMARC. TRIMARC picture/signature ID(s) will be provided to all drivers to be carried on their person.

Training Requirements

Each FSP driver shall have, at a minimum, 120 hours of basic incident management training including, but not limited to: patrol procedures, supervised patrol observation, problem solving techniques, social skills and driver courtesy, traffic reporting, vehicle maintenance, radio and telephone procedures, emergency response and accident management, standard first aid, automotive maintenance and/or repair, hazmat response, and patrol area orientation. Credit may be given for drivers who already have proficiency in one or more areas. It is expected that driver training shall periodically be reviewed and additional training provided as required. The Manager shall conduct short training classes to familiarize OCC personnel with the full capability of the FSP.

Vehicle storage

Space shall be provided at TRIMARC for parking the FSP vehicles. Other parking arrangements are possible if it will improve the responsiveness of the service. If such arrangements are made, they shall

be approved in advance by the Manager.

Reporting requirements

Daily activity logs shall be maintained by each driver indicating each day's starting and stopping times by vehicle and the mileage covered. In addition, these logs shall include the time, problem, problem location, resolution, time required to assist, and wait time.

On a monthly basis, statistical reports (e.g. sum totals, averages) based upon the above information shall be provided to the Manager. At least once per day, a list of the abandoned vehicles shall be provided to the TRIMARC Operations center. All reports are to be submitted electronically in Microsoft Excel format.

The Manager shall maintain information detailing the activities of the freeway service patrols. The data shall include the GPS-based location and time data being collected by the contractor. This data shall be available to be used by the KYTC Program Manager to assess the effectiveness of the current route and time schedules as well as the services provided.

A postage paid response card shall be provided to individuals assisted by the FSP. The card is to be completed by the individual and mailed to the Manager. Photocopies of the feedback cards shall be made available to the KYTC upon request.

Routes and Coverage (Normal Operations)

The two TRIMARC Freeway Service Patrol vehicles operate from 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding Holidays. They do not have a specific route assignment but are monitored and controlled from the TRIMARC Operations Center. Generally, they cover I-64, I-65, I-71 and I-264 in Jefferson County. If needed, a vehicle can be diverted to I-265, also in Jefferson County.

Routes and Coverage (Holidays and Special Events)

Thunder over Louisville – The Manager shall arrange for Four (4) FSP Vehicles to operate as assigned from 3:00 p.m. to 1:00 a.m.

Kentucky Derby – Two FSP Vehicles operate as assigned from 12:00 Noon to 8:00 p.m.

Holidays – FSP Vehicles do not operate on New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

Special Events – Stationary

The hours and locations of events are to be determined by the Manager. Each event shall require at least one (1) FSP vehicle and one (1) FSP driver. Special events shall consist of, but not be limited to, public relations events in which the FSP vehicle and driver are on display. The driver shall also conduct demonstrations and tours of the FSP vehicle.

Special Events/Emergency Routes - Patrolling

This item consists of specially designated routes, days, and hours of coverage as specified by the Manger. Special events shall include, but not be limited to, baseball and football games, Thunder Over Louisville, Kentucky Derby and other civic/social events requiring traffic management.

The Manager shall notify the Lead State concerning special events coverage at least five (5) business days in advance of an event. Emergency routes shall be established by the Manager on an as-needed basis.

All requirements shall be incidental to this item. Method and measurement and basis of payment shall be per hour, with a maximum of five thousand, eight hundred **(5,800) hours** of service anticipated annually.

50.300 SPECIAL SYSTEMS ENGINEERING PROJECTS

TASK 6: Special Systems Engineering Projects

SUMMARY

This task covers Engineering and Engineering-Related Services by the Manager in support of the Transportation Cabinet to develop plans, specifications, and engineering estimates for the deployment of TRIMRAC assets and for the installation of TRIMARC related services and equipment.

Sub-Task Description

- A. The TRIMARC Manager shall from time-to-time provide engineering and engineering-related services to develop additional specifications for ITS and project elements not normally covered in the Indiana or Kentucky “Standard Specifications for Road and Bridge Construction”.
- B. The Manager shall provide civil and electrical engineering services to engineer construction and installation solutions in the form of project plan sheets. All sheets shall be stamped by a Licensed Professional Engineer as appropriate.
- C. The Manager shall prepare a detailed item list of materials and activities and provide estimated quantities and unit pricing in the form of an engineering estimate.
- D. The Manager shall participate in planning and status meetings as required for this task.
- E. The Manager shall provide construction inspections as required.

F. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of Highway Reference Markers (0.2) along the remaining freeways in Jefferson County.

G. When tasked under Section 50.300, the Manager shall install Highway Reference Markers (0.2) along the remaining freeways in Jefferson County.

H. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of Out-Bound DMS on I-65, I-64, and I-71.

I. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of additional DMS on I-64, I-65, I-264, I-265, and I-71.

J. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of additional cameras in conjunction with Section 50.300 F.

K. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of additional cameras in conjunction with Section 50.300 G.

L. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of additional roadway sensors in conjunction with Section 50.300 F.

M. When tasked under Section 50.300, the Manager shall provide plans, specifications, and engineering estimates for the deployment of additional roadway sensors in conjunction with Section 50.300 G.

N. When tasked under Section 50.300, the Manager shall provide an update to the TRIMARC ITS Strategic Pan.

The Manager shall coordinate TRIMARC device and system level testing and provide recommendations to the Cabinet on final acceptance of the pay item. Payment for this service shall be incidental to payment for the services enumerated within this Section.

50.400 UTILITY MANAGEMENT

TASK 7: Utility Management

The Manager shall be responsible for the payment of utility and ancillary support costs

for the TRIMARC Program on a cost reimbursable basis. These shall include but not be limited to:

- TRIMARC Operations Center
 - Facility Electrical Costs
 - Facility Water and Sewer Costs
 - Facility Trash service costs (City and Private Hauler)
 - Additional Facility Trailer Storage
 - Facility Security Monitoring
 - Facility ISP Service (Minimum of 2 T1 Circuits)
 - Facility Weekly Cleaning (Minimum of 2 per week)
 - Facility Exterior Wash (Once per Year in Mid April)
 - Facility Generator Fuel (Top off twice each year)
- TRIMARC Field Equipment
 - Equipment Electrical Service
 - Equipment Communications Costs
 - Dial up Circuits
 - T1 Circuits
 - Leased Lines
 - Wireless Leased Services
 - ISP Services
 - CDMA Cellular Service

50.500 EMERGENCY ACCIDENT REPAIRS

TASK 8: Emergency Accident Repairs

The Manager shall be responsible for the timely repair of damaged TRIMARC assets. The Manager shall track the costs of the repairs separately and make a good faith attempt to first secure repayment for these costs from the responsible party or their insurance agency. If unsuccessful, then the Manager shall submit the cost for reimbursement on a cost reimbursement basis by the Cabinet.

50.600 INCIDENT MANAGEMENT

The Manager, as a part of the Contract resulting from this Request for Proposal, shall promote Highway Incident Management on a Regional Basis. The Manager shall submit within forty-five (45) days to the Cabinet a plan to involve community and business leader in Highway Incident Management. This plan shall engage the community and business leadership, but the responder community as well.

50.700 COMMUNITY INVOLVEMENT

The Manager, as a part of the Contract resulting from this Request for Proposal, shall provide and promote such Community Involvement as appropriate for this contract. The

Manager shall submit within forty-five (45) days to the Cabinet a plan for local Community Involvement by TRIMARC.

SECTION 60 - TERMS AND CONDITIONS

60.000 GENERAL

The contract between the Lead State and the Manager shall be based on: (1) the Request for Proposal and any amendments thereto, and (2) the Manager's proposal submitted in response to the Request for Proposal. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the Request for Proposal shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, the Lead State reserves the right to clarify any contractual relationship in writing with the concurrence of the Manager, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Manager's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Manager and the Lead State, and incorporated as a written amendment to the Contract and processed through the Kentucky Transportation Cabinet prior to the effective date of such modification or change. Memoranda of understanding and correspondence shall not be construed as Contract Modifications.

The contract shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against the Commonwealth regarding this Request for Proposal or any resultant contract shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue shall be in Franklin County, Commonwealth of Kentucky.

60.010 Term of Contract

Other than the Transition Period (Section 10.040), the contract established from this Request for Proposal shall begin on **July 1, 2007**, unless agreed upon earlier by the Manager and the Lead State and end on **June 30, 2009**. The contract established from this Request for Proposal shall be eligible for up to **five (5) two-year renewals**. The renewals, full or partial, are at the complete discretion of the States. The terms of the contract may be re-negotiated every two years. All parties to the contract shall concur in writing to the re-negotiation. The Manager may propose that unit prices carried forward by a Contract Renewal be adjusted by a maximum of the change in the Consumers Price Index (CPI-W) over the past two years using the December values. The Manager may propose that The CPI-W change for the first Contract Renewal be based upon the change in the CPI-W Index from June 2007 thru

December 2008, and the maximum proposed change for the second Contract Renewal be based upon the CPI-W Index change from December 2008 through December 2010, etc.

60.020 Deviations from Contract

The stated requirements appearing elsewhere in the Request for Proposal shall become a part of the terms and conditions of any resulting contract. Any deviations there from shall be a result of negotiations with the Manager and shall become a part of the contract.

60.030 Entire Agreement

The resulting contract represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject hereof. It shall be independent of and have no effect on any other contracts. A record of formal contract negotiations between the contractual parties shall be prepared by the Lead State and shall become a permanent part of the contract file.

60.040 Notice to Proceed

The Manager shall not commence any work until all necessary parties have fully executed a valid contract and the Lead State has issued a Notice to Begin Work.

60.050 Advertising Award

The Manager shall agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the States. There shall be no prohibition against the Manager listing the Lead State among its clients in a statement of qualifications and experience.

60.060 Notices

After contract award all notices pursuant to this contract shall be deemed duly given when: (1) delivered by hand or (2) sent by registered mail, return receipt requested, and received no later than 3 days after posting.

All notices from the Manager to the Lead State are to be delivered to:

Kentucky Transportation Cabinet
State Highway Engineer's Office
Transportation Cabinet Office Building, Mail Code E6-S1-00
200 Mero Street
Frankfort, Kentucky 40622

60.070 Titles and Numbering of Sections and Subsections

Titles and numbering of sections and subsections used in this Request for proposal are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction or language.

60.100 Performance Bond

The Manager shall secure a performance bond in the amount of One Million Dollars (\$1,000,000). The performance bond shall be submitted no later than thirty (30) days after the award of the contract but before the Lead State issues a Notice to Begin Work. The amount of the performance may be adjusted at the time of re-negotiation. The performance bond shall be renewed each year and shall be required throughout the contract.

60.200 Termination Of Contract

The contract resulting from this Request for Proposal shall be subject to the following termination provisions. The contract may be terminated by the Lead State at any time for default, Manager bankruptcy, convenience, unavailability of funds, failure to comply with confidentiality laws, or corporate takeovers (friendly or unfriendly). This list is not inclusive.

60.210 Termination for Default

(From 200 KAR 5:312 Section 1)

Any Manager who is determined in writing by the purchasing official to be in breach of any of the terms and conditions of a contract with the Commonwealth of Kentucky held by such Manager, shall, at the discretion of the purchasing official, be declared in default and such contract may be terminated as a result of such default.

A default in performance by a Manager for which a contract may be terminated shall include, but shall not necessarily be limited to: failure to perform the contract according to its terms, conditions and specifications; failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency; failure to diligently prosecute the work under contract for construction services.

The Lead State shall not be liable for any further payment to a Manager under a contract terminated for the Manager's default after the date of such default as determined by the purchasing official except for commodities, supplies, equipment or services delivered and accepted on or before the date of default and for which payment had not been made as of

that date. The Manager and/or the Manager's surety, if a performance or payment bond has been required under the contract, shall be jointly and severally liable to the Lead State for all loss, cost or damage sustained by the Lead State as a result of the Manager's default; provided, however that a Manager's surety liability shall not exceed the final sum specified in the Manager's bond.

60.220 Termination for Manager Bankruptcy

In the event of the filing of a petition in bankruptcy by or against the Manager, the Lead State shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

60.230 Termination for Convenience

(200 KAR 5:312 Section 2)

The Lead State shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the purchasing official has determined that such terminations will be in the Lead State's best interests. When it has been determined that a contract should be terminated for the convenience of the Lead State, the purchasing agency shall be authorized to negotiate a settlement with the Manager according to terms deemed just and equitable by the purchasing agency. Compensation to a Manager for lost profits on a contract terminated for convenience of the Lead State shall not exceed an amount proportionate to the sum that the Manager's total expected margin of profit on the contract bore to the contract price, based on the total out of pocket expense incurred by the Manager as of the date of termination of the contract. Whenever a contract is terminated for the convenience of the Lead State, the Manager shall have the burden of establishing the amount of compensation to which the Manager is believed to be entitled by submission of complete and accurate cost data employed in submitting the bid or proposal for the contract and evidence of expenses paid or incurred in performance of the contract from the date of award through the date of termination. Payment of the sum agreed to in settlement of a contract terminated for convenience of the Lead State shall be made from the same source of funds or account as the original contract.

60.240 Termination for Unavailability of Funds and/or Spending Authority

In the event that Lead State funds and/or spending authority for the Contract become unavailable, the Lead State shall have the right to terminate the Contract without penalty and upon the same terms and conditions as termination for convenience.

Availability of funds will be determined at the sole discretion of the Lead State.

60.250 Termination for Failure to Comply with Confidentiality Provisions

The Lead State shall have the right to void the contract if the Manager fails to adhere to the provisions of disclosure laws as referenced in this Request for proposal. The terms and conditions for termination under this section shall be the same terms and conditions set forth in Section 60.210.

60.260 Notice of Termination

The Lead State shall have the right to terminate or cancel the contract at any time upon providing a written Notice of Termination by certified mail to the Manager. The termination shall be effective not less than thirty days, and may be greater than thirty days, after the postmarked date of the Notice of Termination. The Notice of Termination shall state the reason for termination, the effective date of termination, and the extent to which the contract is canceled.

60.270 Procedure on Termination

Upon delivery by certified mail to the Manager of a Notice of Termination, the Manager shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of work under the contract as is not terminated;
- With the approval or ratification of the contracting officer, settle all outstanding liabilities and all claims arising out of such termination of orders or agreements with subcontractors, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the contract;
- Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- Take such action as may be necessary, or as the Lead State may direct, for the protection and preservation of the property related to the contract which is in the possession of the Manager and in which the Lead State has or may acquire an interest.

60.280 Termination Claims

After receipt of a Notice of Termination, the Manager shall submit to the Contracting Officer any termination claim in the form and with the certification prescribed by the

Contracting Officer. Such claim shall be submitted promptly but in no event later than two (2) months from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer within such two (2) month period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, the Contracting Officer may receive and act upon any such termination claim at any time after such two (2) month period or any extension thereof. Upon failure of the Manager to submit its termination claim within the time allowed, the Contracting Officer may, subject to any review required by the Lead State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to the Contracting Officer, the amount, if any, due to the Manager by reason of the termination and shall thereupon cause to be paid to the Manager the amount so determined.

Subject to the provisions of the previous paragraphs and subject to any review required by the Lead State procedures in effect as of the date of execution of the contract, the Manager and the Lead State may agree upon the amounts to be paid to the Manager by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the Manager and the Lead State to agree in whole or in part as to the amounts with respect to costs to be paid to the Manager in connection with the total or partial termination of work pursuant to this article, the Lead State shall determine on the basis of information available, the amount, if any, due to the Manager by reason of termination and shall pay to the Manager the amount so determined.

The Manager shall have the right of appeal, as stated under Disputes, Subsection 60.500, from any such determination made by the Lead State.

60.300 Changes in Scope

The Lead State may, at any time by a written order, make changes within the general scope of the contract including but not limited to the length and renewal. No changes in scope are to be conducted except at the approval of the Lead State. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, whether changed or not changed by any such order, a mutually satisfactory adjustment shall be made in the contract price, and the contract shall be modified in writing accordingly.

60.400 Force Majeure

The Manager shall not be liable for any excess cost to the Lead State if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Manager. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, and freight embargoes. In all cases, the failure to perform shall be

beyond the control and without fault or negligence of the Manager. The Manager shall take all possible steps to promptly recover from such occurrences.

60.500 Disputes

Except as otherwise provided in this contract, a question or act arising under this contract which is not disposed of by agreement, amendment, or addenda shall be decided by the Secretary of the Kentucky Transportation Cabinet who shall reduce his decision to writing, and shall serve by certified mail a copy on the Manager. The decision of the Secretary shall be final and conclusive unless within thirty (30) days from the date of service, the Manager files with the Secretary of the Kentucky Transportation Cabinet a petition for an administrative hearing. The Secretary's decisions in the event of such a petition shall be final subject to the Manager's right to administrative review pursuant to Kentucky Statutes.

Pending final determination of any dispute hereunder, the Manager shall proceed diligently with the performance of the contract and in accordance with the Secretary of the Kentucky Transportation Cabinet's direction.

This section does not preclude consideration of legal questions in connection with the decision provided for above; provided, that nothing in this contract shall be construed as making the final decision of any administrative official, representative or board on a question of law.

60.600 Confidentiality

The Manager shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Lead State, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Lead State in writing to the Manager. All federal and state regulations and statutes related to confidentiality shall be applicable to the Manager. The Manager shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

- Information which the Lead State has released in writing from being maintained in confidence;
- Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; and
- Information which, after disclosure, becomes part of the public domain as defined above, through no act of the Manager.

60.610 Confidentiality of Contract Terms

The Manager and the Lead State agree that all information communicated between them before the effective date of the agreement shall be received in strict confidence, shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material shall be kept confidential subject to state and federal disclosure laws.

Upon signing the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of Kentucky laws.

60.700 Personnel

The Manager shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Manager (or specified subcontractor) and shall be fully qualified to perform work herein. The Manager shall include a similar provision in any contract with any subcontractor selected to perform work hereunder.

Personnel commitments identified in the Manager's proposal shall be considered mandatory to the work performed under this Request for proposal. Staffing must include those individuals as proposed and at the level of effort proposed. Failure to provide the designated contract staff may be considered a breach of contract and appropriate termination proceedings may be started. Replacement of personnel shall be with personnel of equal ability and qualifications.

During the course of the contract, the Lead State reserves the right to require the Manager to reassign or otherwise remove from the project any Manager employee found unacceptable by the Lead State.

60.710 Independent Manager

It is expressly agreed that the Manager and any Subcontractor and agents, officers, and employees of the Manager or Subcontractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Kentucky Transportation Cabinet or Indiana Department of Transportation. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the Manager or any Subcontractor and the Kentucky Transportation Cabinet or Indiana Department of Transportation.

60.720 Manager Cooperation in Related Efforts

The States may undertake or award other contracts for additional or related work, and the Manager shall fully cooperate with such other contractors and State employees and carefully fit the Manager's own work with such additional work. The Manager shall not commit or

permit any act which will interfere with the performance of work by another contractor or by employees of the States of Kentucky and/or Indiana. This clause shall be included in the contracts of all contractors with whom this Manager will be required to cooperate. The Lead State shall equitably enforce this clause as to all contractors, to prevent any imposition of unreasonable burdens on any contractor.

60.800 Employment Practices

The Manager shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or disability. The Manager shall take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay other forms of compensation, and selection for training, including apprenticeship. The Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Manager shall, in all solicitations or advertisements for employees placed by or on behalf of the Manager, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification.

The Manager shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, sex, or national origin, and the implementation rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Manager shall comply with related Commonwealth of Kentucky and State of Tennessee laws and regulations.

The Manager shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11748 and the Federal Rehabilitation Act of 1973.

The Manager shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended by the Kentucky Civil Rights Act and the ADA.

60.810 Conflicts of Interest

No official or employee of the States and no other public official of Kentucky or Indiana or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect in this contract or proposed contract.

The Manager shall insure that it complies with any state of Kentucky or Indiana or federal law relating to conflicts of interest, including but not limited to, KRS Chapter 11A and KRS 45A.340.

60.900 Conformance with State and Federal Laws

The contract is subject to all applicable state and federal laws.

61.000 Permits, Licenses, Taxes and State Registration

The Manager shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the Commonwealth of Kentucky, the State of Indiana and any political subdivision in which the work under this Contract is performed.

The Manager shall furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Office of the Secretary of State, which provides the certification thereof. However, the prospective Manager need not be registered as a prerequisite for responding to the Request for Proposal.

The Manager shall pay any sales, use, and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transactions, or the equipment or services delivered pursuant hereto shall be the responsibility of the Manager.

The Manager shall locate an office within the Commonwealth of Kentucky with appropriate staff and local or toll free telephone access to the Department of Highways Frankfort offices within the Kentucky Transportation Cabinet. KYTC Highway District 5 personnel can utilize the local access telephone number for the TRIMARC Facility.

61.100 Rights and Remedies

The rights and remedies of the Lead State provided in Section 60 shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

61.200 Waiver

No covenant, condition, duty, obligation, or undertaking contained in, or made a part of, the contract shall be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, and other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Any consent by any party to, waiver of, a failure by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent failure.

61.300 Assurances Before the Breach

If documentation, training, or other deliverables due under the contract resulting from this Request for proposal are not to the satisfaction of the Lead State, the Manager is to be prepared to deliver assurances in the form of additional Manager resources to the project in order to complete the deliverable to the satisfaction of the Lead State and to demonstrate that other major schedules shall not be affected. The quantity and quality of such additional resources is at the discretion of the Lead State and failure to comply is subject to the provisions of termination as specified herein.

61.400 Insurance

The Manager shall provide public liability, property damage and Workers' Compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of Manager Operations under the terms of the contract. The Manager shall obtain the insurance from an insurance company licensed to do business in Kentucky and Indiana. The terms of this insurance subsection apply to all subcontractors.

The Manager shall furnish to the Lead State a certificate(s) evidencing that such insurance is in effect, for what amounts, and applicable policy numbers and expiration dates, within fourteen (14) days of contract signing.

The Manager shall carry the following insurance in addition to the insurance required by law:

- Manager's Public Liability Insurance not less than \$1,000,000.00 for the damages arising out of bodily injuries to or death to one person. Not less than \$1,000,000.00 for damages arising out of bodily injuries to or death to two or more persons.
- Manager's Property Damages Liability Insurance, not less than \$500,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$1,000,000.00 for all damages during the policy period.

- Manager’s Protective Public Liability and Property Damage Insurance. The Manager shall furnish evidence with respect to operations performed for the Manager by subcontractors that the subcontractor carries in its own behalf for the above stipulated amounts.
- The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - A. “policy contains no deductible clauses.”
 - B. “policy contains a _____ deductible property damage
(amount)
clause but company will pay claim and collect the deductible from the insured.”
- Workmen’s Compensation Insurance. In compliance with KRS 176.085, the Manager shall furnish evidence of coverage of all Manager employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen’s Compensation Board.
- Unemployment Compensation Insurance. In compliance with KRS 176.085, the Manager shall furnish evidence of coverage of all Manager employees or give evidence of self-insurance.
- Umbrella Coverage. In addition to the primary coverages listed in this section, the Manager shall maintain an umbrella or excess liability policy of not less than \$5,000,000 for any one occurrence and subject to the same aggregate over the public and property damage liability coverages. The umbrella coverage is subject to approval as to form and amount of self-insured retention.

Upon the event of cancellation of any insurance coverage, the Manager shall immediately notify the Kentucky Transportation Cabinet of such cancellation. The Manager shall provide the Kentucky Transportation Cabinet with written notice at least ten (10) days prior to any change in the insurance required under this subsection.

61.500 Prime Manager Responsibility, Sub-Contractors

Any contract that may result from this Request for proposal shall specify that the Manager is responsible for the fulfillment of the contract with the Lead State. The person proposed as the TRIMARC Manager should be designated in the proposal. The Manager will be responsible for the entire contract performance whether or not subcontractors are used.

The response or proposal should clearly explain and identify all firms and entities that are proposed to be a part of the project. All firms participating in the operation and maintenance of the facility should be indicated including the functions, responsibilities, and work tasks they will be performing.

The proposal will also define the organizational structure for operating the facility. It must be indicated whether any operations will be subcontracted, joint ventured, or franchised.

Managers submitting as a joint venture, contractor/subcontractor, partnership, or other form of association shall include the organization of each individual company within the group. The legal document under which the associates operate being Letter of Commitment and Letters of Agreement between and among team members, plus a description of the role that each company will play in the overall operation must be submitted. All subcontracted services must be clearly identified in terms of contractual arrangement, as well as name and address of company.

Unless provided for in the contract, no contract shall be made by the Manager with any other party for furnishing any of the work or services herein contracted for without notification of the Lead State. This provision will not be taken as requiring the notification of contracts of employment between the Manager and personnel for services there under.

All references in this Request for proposal to the Manager should be construed to encompass both the Manager and the subcontractor.

The proposal must also include copies of any agreements to be executed between the Manager and any subcontractors in the event of contract award.

61.510 Affiliation

If any affiliate (as hereinafter defined) of the Manager shall take any action which, if done by the Manager, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect. "Affiliate" shall mean a "parent," subsidiary, or other company controlling, controlled by or in common control with a party.

61.600 Assignment

The Manager shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Lead State. Any purported assignment shall be void.

61.700 Hold Harmless

The Manager agrees to indemnify, defend, and hold harmless the Lead State, its officers, agents, and employees from:

- any claims or losses for service rendered by the Manager, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;
- any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the Manager, its officers or employees in the performance of the contract;
- any claims or losses resulting to any person or firm injured or damaged by the Manager, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or Commonwealth of Kentucky regulations or statutes;
- any failure of the Manager, its officer or employees to observe Kentucky and Indiana laws, including but not limited to labor laws and minimum wage laws; and
- any environmental actions by any individual or government agency in accordance with KRS Chapter 224.

61.710 Patent or Copyright Infringement

The Manager, at its own expense, will defend any claim or suit which may be brought against the States for the infringement of United States patents or copyrights arising from the Manager's or States' use of any equipment, materials, or information prepared or developed in connection with performance of the contract and in any suit will satisfy any final judgment for such infringement. The Lead State will give the Manager written notices of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of government or public law are involved, the Lead State may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Manager and without the Manager's written consent. If, in the Manager's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the Manager's obligation to satisfy any final award, the Manager may, with the lead State's written consent, substitute other equally suitable equipment, materials, and information, or at the Manager's option and expense, obtain the right of the Lead State to continue the use of such equipment, materials, and information.

61.720 Notice of Infringement

The Manager shall report to the Lead State promptly and in reasonable detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Manager has knowledge.

61.730 Guarantee of Authority

The Manager warrants that it has the full power and authority to grant the right herein granted without the consent of any other person and will indemnify and hold the States harmless from and against any loss, cost, liability, and expense (including reasonable counsel fees) arising out of any breach or claimed breach of this warranty. During the pendency of any claim against the Manager or the States with respect to the Manager's ownership and/or authority, the Lead State may withhold payment of any sums otherwise required to be paid hereunder. Further, the Manager has the authority to guarantee that if any part of the TRIMARC system does not work, then the Manager will make it work.

61.740 Settlement of Claim

The Lead State agrees that the Manager has the right to defend and the Manager agrees to defend at its own expense or at its option to settle any claim, suit or proceeding brought against the States on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Manager to the States under this agreement. The Manager agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the States on such issue in any suit or proceeding defended by the Manager.

The Lead State agrees that the Manager at its own sole option shall be relieved of the foregoing obligations unless the Lead State notifies the Manager promptly, in writing, of any such claim, suit or proceeding, and at the Manager's expense gives the Manager proper and full information needed to settle and/or defend any such claim, suit or proceeding. If the product, or any part thereof, furnished by the Manager to the States becomes, or in the opinion of the Manager may become, the subject of any claim, suit or proceeding for infringement of any United States patent or copyright, or in the event of an adjudication that such product or part infringes any United States patent or copyright, or if the use, lease or sale of such product or part is enjoined, the Manager may, at its own option and expense:

- Procure for the Lead State the right under such patent or copyright to use, lease or sell, as appropriate, such product or part;
- Replace such product or part with other products or parts suitable to the Lead State; or
- Suitably modify such product or part.

The Manager shall have no liability for any infringement based upon:

- The combination of such product or part with any other product or part not furnished to the States by the Manager;
- The modification of such product or part unless such modification was made by the Manager; or
- The use of such product or part in a manner for which it was not designed.

The Manager shall not be liable for any cost, expense or compromise incurred or made by the States in conjunction with any issue of infringement without the Manager's prior written authorization. The foregoing states the entire warranty by the Manager and the exclusive remedy of the States with respect to any alleged patent infringement by such product or part.

61.800 Auditing, Accounting Availability and Access to Sites and Documents

The Manager must make available the books and allow for on-site inspections of the facilities and other items relating to the operation of the TRIMARC Facility. The Manager must also agree to furnish upon request to the Lead State a copy of any work plan, documents, information, etc. being developed at any time during the period of the contract and which relates to the project either directly or indirectly.

The Manager shall keep the books, records and accounts of its operation under this contract agreement separate and apart from all other operations carried on by it and shall make any and all reports concerning the same to the Lead State in such form and at such times as the Lead State may require. The books, records and accounts relating to the operation under this contract agreement shall be kept in a form and manner satisfactory to the Lead State. The Manager shall submit to the Lead State, within ninety (90) days following the close of its fiscal year, an audited financial statement that includes at least a Balance Sheet and Revenue and Expense Statement during the lead State's fiscal year.

The Manager may elect to submit to the Lead State copies of its Federal Income Tax Return and State Corporate Income Tax Return with reports as required above, in lieu of audited financial statements.

In the event the Manager is a partnership or a corporation, a statement disclosing all names and the addresses of the partners or stockholders owning more than five (5) percent interest or stock of any kind during the year shall be submitted upon request with the above required statements or reports. It is expressly understood and agreed by the parties hereto the Lead State or its representatives shall be allowed access to all books, records and accounts relating to said operations including but not limited to, any reports or returns on file with the Kentucky Revenue Cabinet, at all times during the regular business hours and at a place convenient for that purpose.

61.900 Warranty

Failure of the Manager to fulfill any written commitment within the scope of the proposed contract shall render the Manager liable for services due the Lead State under the terms of this Request for proposal. SEE TERMINATION.

62.000 Property of Kentucky and Indiana

The Manager shall be responsible for the proper custody and care of any property owned by the Commonwealth of Kentucky or the State of Indiana and furnished for the Manager's use in connection with the performance of this contract. The Manager shall reimburse the States for its loss or damage, normal wear and tear excepted.

62.100 Warranty Against Brokers Fee

The Manager warrants that it has not employed any company or person, other than a bona fide employee working solely for the Manager or a company regularly employed as its marketing agent, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Manager or a company regularly employed by the Manager as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of this contract. For breach or violation of this warranty, the Lead State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

62.200 Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, or in the event the Lead State prevails, the Manager agrees to pay all expenses of such action. This shall include attorney's fees and costs at all states of litigation as set by the court or hearing officer.

62.300 Offer of Gratuities

By submission of a proposal, the Consultant certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the Commonwealth of Kentucky or State of Indiana has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the Lead State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Manager, its agent, or employee.

62.400 Contract Variations

If any provision of this contract, (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Lead State and the Manager shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

62.500 Operations Review

The Manager shall review its operations with the Lead State quarterly and at such other times during the contract term hereof as the Lead State may designate.

62.510 Emergency Closing of Facility

In the event of emergency, the Lead State reserves the right to close or divert motorists away from the Facility when such action is, in the view of the Lead State, in the best interest of its motorists. The Manager agrees that it shall not hold the Lead State liable for any damages which might accrue because of such action by the Lead State.

62.520 Suspension of Operations

In the event of a partial destruction by fire or other hazard of any portion of the TRIMARC Facility normally used by the Manager, the Manager will have complete discretion as to whether to continue or suspend operations in the Facility or portion of the Facility affected for such period as is necessary for the Manager to repair the damaged premises. The Manager shall work to reopen the entire facility as quickly as is reasonably possible. The Manager shall contact the Chief District Engineer in the Lead State's District Five Office immediately in the event of a suspension of operations.

62.530 Suspension of Payments

If and when operations are suspended under this section, all responsibilities and obligations of the Manager, as herein set forth, shall cease as to the facility area affected, only for the period of such suspension. The Lead State shall not be responsible to the Manager for any damages resulting from such suspension as a result of the partial or total destruction of the facility.

62.600 Reporting of Incidents in the Facility

The Manager shall report any injury or property damage incident within four (4) hours to the Chief District Engineer in the Lead State's District Five Office. An incident resulting in a fatality should be reported to the Chief District Engineer at the Lead State's District Five Office immediately. All questions from the media arising from any such incidents shall be referred to the Lead State.

62.700 Utility Payment

The Manager shall be responsible for the payment of utilities, and will be reimbursed by the Lead State.

62.800 Payment Schedule

- A. Management Fee – The Fee shall be paid monthly in installments of one-twenty-fourth of fee per the Cost Proposal commencing July 1, 2007.
- B. Parts/Supplies – The Manager shall pay for all inventory parts and associated supplies. The actual cost of these parts/supplies shall be billed to the Lead State for reimbursement. The Lead State will reimburse the Manager within thirty days of receipt of invoice.

SECTION 70 - PROCUREMENT

70.000 Approach

The Lead State hereby waives the formal determination of eligibility to bid (KRS 176.140). The procurement process shall provide for the evaluation of proposals from responsive, pre-qualified consultants, and the selection of the winning proposal in accordance with State Statutes and Administrative Regulations (See Section 10.610).

70.100 Process

Each Consultant providing a Proposal shall provide the following:

- 1. A Proposal containing the information required herein (Original and six copies);
- 2. A Plan as required in Section 10.740 in a separate binder (Original and ten copies);
- 3. A cost Proposal in a separate binder or folder (Original and six copies); and
- 4. Information that the Consultant has deemed to be proprietary in nature in accordance with Section 70.530 (Original and six copies).

The Selection Committee will review Items 1, 2 and 4 as listed above. There will be a concurrent review of Item 2 by the KYTC's Office for Business and Occupational Development. The Evaluation Process will be conducted as set forth in Section 90 (Evaluation Process).

70.200 Rules of Procurement

To facilitate this procurement, various rules have been established and are described in the following paragraphs.

70.201 Campaign Finance Law Statement Pursuant to KRS 45A.110 and KRS 45A.115

A Commonwealth of Kentucky sworn statement regarding campaign financing laws must be completed and signed by an authorized agent of the Consultant's company.

70.202 Reminder to Former State Employees

KRS 11A is referenced as a reminder to former state employees seeking to do business with the state government. It should be thoroughly reviewed by any former state employees that will be involved with this contract.

70.203 Executive Branch Code of Ethics

Additionally, Consultants are reminded of KRS Chapters 11A and 45A concerning conflicts of interest and the acceptance of gifts by state employees and related to Conflicts of Interest regarding Contractors Seeking to Sell Goods or Services to the Executive Branch of State Government.

70.210 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the Consultant or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this provision, the Lead State shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

70.300 Restrictions on Communications with Commonwealth Staff

From the issue date of this Request for Proposal until a Manager is selected and selection is announced, Consultants are not allowed to communicate with any Commonwealth staff concerning this Request for Proposal except:

- State representatives during the Consultant's Pre-Proposal Conference or
- Via written questions to those specified.

For violation of this provision, the Lead State shall reserve the right to reject the proposal.

In order to provide equal treatment to all Consultants, questions should be submitted in writing pursuant to Section 10.300. Written responses to these questions shall be distributed to all Consultants.

This provision does not preclude Consultants who presently hold contracts with the States from communicating with state agencies regarding existing contracts.

70.400 Request for Proposal Addenda

Addenda to this Request for proposal may be necessary prior to the closing date and will be furnished by mail; e-mail, and/or the Division of Program Performance Website to all pre-qualified Consultants eligible to submit Proposals if prior to receipt date, and to all Consultants determined to be susceptible for award if after receipt date.

70.500 Proposal Preparation

The Consultant shall follow Section 80, and any other pertinent sections of the Request for proposal, in the preparation of the proposal. Failure to provide any of the information required by this Request for proposal may result in the proposal being excluded from further evaluation.

70.510 Cost of Preparing Proposal

The cost of developing the proposal is solely the responsibility of each individual Consultant. The Commonwealth shall not provide reimbursement for such costs. Any costs associated with any oral presentation to the Commonwealth shall be the responsibility of each individual Consultant and shall in no way be billable to the States.

70.520 Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal shall be incorporated by reference into the resulting contract.

70.530 Consultant Response and Proprietary Information

The Request for proposal specifies the format, required information, and general content for each proposal submitted in response to this Request for proposal. The States shall not disclose any portion of any proposal prior to contract award to anyone outside the States, representatives of the federal government, if required, and the members of the Selection Committee. After a contract is awarded in whole or in part, the States shall have the right to duplicate, use, or disclose all proposal data submitted by Consultants in response to this Request for proposal as a matter of public record. Although the States recognize the Consultant's possible interest in preserving selected data which may be part of a proposal, the States must treat such information as provided by the Consultant pursuant to Kentucky's Open Records Act, KRS 61.870 *et esq.* and any appropriate Indiana Laws and Regulations.

Information areas which normally might be considered proprietary must be limited to: individual personnel data, customer references, selected financial data, formulae, and financial

audits, which if disclosed should permit an unfair advantage to competitors. If a proposal contains information in these areas that a Consultant declares proprietary in nature and not available for public disclosure, each sheet containing such information must be clearly designated as proprietary at the top and bottom of the page and must be submitted under separate cover marked **“PROPRIETARY DATA”**. Proposals containing information declared by a Consultant to be proprietary, either in whole or in part, outside the areas listed above, shall be deemed unresponsive to the Request for proposal and shall be rejected.

The States shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this Request for proposal. Selection or rejection of the proposal shall not affect this right.

70.540 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of Proposals, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Director of the Division of Program Performance (address in Subsection 10.300 paragraph 2.) as specified in Subsection 70.550, paragraph 4.

The Commonwealth shall accept addenda, revisions, or alterations to its proposal from any Consultant until c/o/b on the due date. The Commonwealth shall not accept any unsolicited addenda, revisions, or alterations to any proposal after the c/o/b on the due date. If the Commonwealth issues an addendum to the Request for Proposal after c/o/b on the due date, then any Consultant may respond. A Consultant’s response shall precisely respond to the contents of the Commonwealth’s addendum.

The Commonwealth reserves the right to request clarification or additional information. Unless requested by the Commonwealth, the Commonwealth may not accept any addenda, revisions, or alterations to proposals after the proposal due date.

Any submitted proposal shall remain a valid proposal for 120 days after the proposal due date set forth in Subsection 70.550, paragraph 2.

70.550 Proposal Submission Requirements

A Consultant may submit only one proposal. The format and content are specified in Section 80. Alternate proposals shall not be allowed. Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Consultant’s ability to meet the requirements of this Request for Proposal. Fancy bindings, colored displays or promotional materials shall receive no evaluation credit. Emphasis shall be on completeness and clarity of content. The Commonwealth retains the right to request, receive and consider additional information and clarifications throughout the evaluation process.

Consultants shall submit one (1) original and six (6) copies of the proposal (except for an original and ten copies of the Plan required pursuant to Section 10.740), under a single sealed cover and shall be received no later than **4:30 p.m., EDT, on Friday, October 20, 2006**. The Lead State shall reject any proposal received after 4:30 p.m. EDT on October 20, 2006, and shall return it unopened to the vendor. The original Proposal shall be signed in blue ink in all locations requiring a signature by an authorized representative of the Consultant's firm to be considered. The requirements for the filing are identified in Section 70.100.

The Proposal shall be clear and concise, and provide the Selection Committee with an understanding of the Consultant's ability to undertake and complete the proposed work in a thorough manner. The proposal as identified in Item #1 of Section 70.100 should not exceed fifty (50) pages. **Financial Statements and Resumes shall be enclosed at the rear of the binder and shall not count toward the fifty pages.** A page is defined as an 8.5" by 11" or 11" by 17" sheet which contains text, pictures, graphs, charts, plan sheets, or any other graphics. An 11" by 17" sheet shall not contain only text but shall contain pictures, graphs, charts, plans, or other graphics. If an 11" by 17" sheet contains only text, it shall be counted as two pages. Any proposal which exceeds the fifty page limit shall receive a 5 point penalty per page over fifty.

The following Items will not be considered to be a part of the 50-Page Limitation:

<u>Section</u>	<u>Page(s)</u>	<u>Excluded Items</u>
80.110		Title Page
80.120		Table of Contents
10.740		DBE Firms and other Small Business Participation Plan
61.500		Agreements to be executed between the TRIMARC Manager and any Subcontractors
70.202		Statement regarding Campaign Finance Laws
70.550		Financial Statements and Resumes
70.900		Prior KRS Violations
80.154		Applicable Certifications regarding proposed staff

The proposals shall either be mailed or hand-delivered to:

Mr. James Wathen, P.E., P.L.S., Director

Division of Program Performance
Kentucky Transportation Cabinet
200 Mero Street, Mail Code W3-22-03
Frankfort, Kentucky 40622

The outside cover of the package containing the proposal shall be marked:

Transportation Cabinet
Proposal for Management and Operation of TRIMARC
Name of Consultant
Address of Consultant

Any Consultant's addenda to its proposal shall be submitted in a manner consistent with Subsection 70.540, paragraph 2.

70.600 Acceptance of Proposals

All proposals properly submitted shall be accepted by the Lead State. However, the Lead State reserves the right to request necessary amendments which may become part of the Consultant's proposal; reject all proposals; reject any proposal that does not meet mandatory requirements; or cancel this Request for proposal, to the best interest of the Lead State.

The Lead State also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the Lead State.

Where the Lead State may waive minor irregularities, such waiver shall in no way modify the Request for proposal requirements or excuse the Consultant from full compliance with the Request for proposal specifications and other contract requirements if the Consultant is awarded the contract.

70.700 Protests

The Secretary of the Kentucky Transportation Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Consultants in connection with the solicitations or selection for award of a contract.

Any actual or prospective Consultant, who is aggrieved in connection with solicitation or selection for award of a contract, may file a protest with the Secretary of the Transportation Cabinet. A protest or notice of other controversy must be filed promptly, and in any event within two calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing to:

Secretary,
Kentucky Transportation Cabinet

200 Mero Street, Mail Code W6-S1-00
Frankfort, Kentucky 40622

The Secretary of the Kentucky Transportation Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Kentucky Transportation Cabinet shall be final and conclusive.

70.800 Equal Employment Opportunity Act

The Equal Employment Opportunity Act of 1978 applies to all State government projects with an estimated value exceeding \$250,000. The Manager shall comply with all terms and conditions of the Act as outlined in Appendix E.

70.900 Manager Reports of Prior Violations of KRS Chapters 136, 139, 141, 337, 338, 341, and 342

Pursuant to 1994's Senate Bill 258, the Bidder/Offeror shall reveal to the Commonwealth, prior to this award of a contract, any final determination of a violation by the Manager within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Bidder or Offeror within the five (5) years preceding the award of this contract. There are three places that Consultants can check for open issues and resolutions. The Finance Cabinet has a Customer Resource Center (502-564-9666). A second is the Registry of Election Finance (502-573-2226). A third possible source is the KYTC's Office for Business and Occupational Development (502-564-3601).

Please include the date of the determination and the date agency issuing the determination.

KRS VIOLATION	DATE	STATE AGENCY
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The Manager is further notified that 1994's Senate Bill 258 requires that for the duration of this contract, the Manager shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which apply to the Manager's operations. Senate Bill 258, further provides that the Manager's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with

the above-cited statutes for the duration of the contract, shall be grounds for the Commonwealth's termination of the contract, and the Manager's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

SECTION 80 - PROPOSAL REQUIREMENTS

80.000 INTRODUCTION

The proposal shall include information about the Manager's **Technical Expertise/Capacity** (including corporate and personnel experience), **Business Resource Capacity** (including the financial, capital, and administrative controls/policies), and **Business Approach** (including plans and procedures for accomplishing the services). The Manager is reminded of the requirements of KRS 176.150 in submitting information.

80.100 Proposal Contents

The proposal contents shall comply with the following subsections. (Please note that Section 10.805 requires that the portion of the Consultant's Response entitled: "Innovative Approaches for Engaging DBE Entities and Small Businesses" is to be in a separate notebook binder.)

80.110 Title Page

The Consultant on the title page shall state the proposal subject (Management and Operation of the TRIMARC Facility), the name of the Consultant, Kentucky address, telephone number, name of contact person, and the date of proposal submittal in response to this Request for Proposal. Points will not be awarded for fancy covers.

80.120 Table of Contents

The Consultant shall include in its proposal a clear identification of the material by section and page number. Each notebook shall have a Table of Contents.

80.130 Transmittal Letter

The transmittal letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Consultant. It shall include:

- A statement indicating whether the Consultant is a corporation in good standing or, if not a corporation, its type of legal entity;

- A statement identifying all addenda to this Request for proposal issued by the Lead State and received by the Consultant. If no addenda have been received, a statement to that effect shall be included;
- A statement certifying that no personnel currently employed by, under contract with or in any way associated with the Department of Highways, Kentucky Transportation Cabinet, have participated in any activities relating to the preparation of the Consultant's proposal, except as provided for in the Request for Proposal.
- A statement specifying whether proprietary data has been included in the proposal. If so, a statement that the proprietary data has been properly marked is to be provided.
- An itemization of all materials and enclosures being forwarded collectively in response to this Request for Proposal;
- A statement that the proposal shall meet the specification/requirements set forth in the Request for Proposal, and/or a list of exceptions to the specifications/requirements in the Request for Proposal. The Lead State reserves the right to reject any proposal containing such exceptions or to require modifications before acceptance;
- A statement that the Consultant's proposal shall remain valid until 120 days after the c/o/b on the proposal due date;
- A statement which acknowledges and agrees to all of the rights of the Lead State including terms and conditions and all other rights and terms specified in this Request for Proposal;
- A statement identifying the name and telephone number of the individual the Lead State should contact if additional information is required;
- A statement that the person signing this proposal certifies that he/she is the person in the Consultant's organization responsible for, or authorized to make, legally-binding decisions on behalf of the Consultant;
- A statement that the Consultant shall accept financial responsibility for all expenses incurred in preparing the Request for proposal; and
- A statement that the Consultant accepts Prime Manager responsibilities for all Management and Operation activities.

80.140 Executive Summary

The Executive Summary shall condense and highlight the contents of the proposal in such a way as to provide Lead State management with a broad understanding of the entire proposal.

80.150 Technical Expertise/Capacity

This section shall contain information about the corporate background and experience for the Consultant including:

- Detailed background of the company;
- Corporate experience relevant to the proposed contract;
- A list of other current or recent projects that are the same or similar to this project.
- Key staff background and experience relevant to the proposed contract.
- Background and experience of subcontractors relevant to the proposed contract

(The purpose of this section is to assure that the Consultant has the corporate technical expertise and capacity necessary to provide the services required by the Lead State.)

80.151 Corporate Background

The details of the background of the corporation, its size, and resources, shall cover:

- Date established;
- Ownership (public company, partnership, subsidiary, etc.). List all firms in the “Corporate Vertical Chain”, both above and under the Consultant;
- Total number of Consultant full-time employees;
- Total number, by firm, of Sub-Contractor full-time employees;
- Total number, by firm, of any full-time employees in the Corporate Vertical Chain;
- Number of personnel engaged in providing operation and maintenance services;
- Number of personnel or full time equivalent (FTE) that will be assigned/employed by this project, including the background, experience, and resumes of key personnel who will be, or may be committed to any portion of the work in the project; and
- Primary services or products offered by the corporation.

80.152 Corporate Experience and Related Projects

The Consultant's proposal shall include detailed information regarding all previous projects similar to this Request for Proposal which the Consultant has successfully undertaken or completed. For each project, the Consultant shall provide a description of the work performed, the time period of the project, the contract cost and the customer reference (including name, current e-mail address, and **current** telephone number).

The Consultant shall identify from the above listing any related major projects currently being performed or completed within the past three (3) years, including all projects with the Commonwealth of Kentucky during this time period. The Consultant shall provide the following for each such project:

- Customer name(s);
- Customer reference (including **current** telephone number and e-mail address)
- Time period of contract;
- A brief statement of the scope of the project, indicating personnel requirements; and
- A list of any major contract disputes.

80.154 Proposed Project Staff

The Consultant shall provide proposed project staffing including TRIMARC Manager and other key staff assigned to the project and a proposed complete staffing organization for operation of the facility based upon the hours of operation specified in Section 20-100 (Scope of Work).

The purpose is to identify those individuals in the corporate structure that will have management and oversight responsibilities. Inclusive in the response shall be identification of all those individuals who will have management responsibilities at the site. Personnel resumes shall include:

- Experience attained and length of employment by the Consultant;
- Experience with government projects/agencies;
- Experience with managing, planning and development of projects the same or similar to the project required by this Request for proposal;
- Management expertise and background;
- All applicable certifications; and

- Names, positions, **current** telephone number, and e-mail address of persons who can give information on the individuals' experience and competence.

The description of experience must include specific responsibilities and number of years. Each project referenced in a resume should include both the customer name and the time period of the project, as well as a brief description of the project.

80.155 Subcontractor Background and Experience

The details of the background of the corporation, its size, and resources, shall cover: date established; ownership (public company, partnership, subsidiary, etc.); total number of full-time employees; number of personnel engaged in providing operation and maintenance services; number of personnel or full time equivalent (FTE) that will be assigned/employed by this project, including the background, experience, and resumes of key personnel who will be, or may be committed to any portion of the work in the project; and primary services or products offered by the corporation.

The details of the experience shall include information regarding previous projects similar to this Request for proposal which the subcontractors have successfully undertaken or completed. For each subcontractor, the Consultant shall provide a description of the work performed, the time period of the project, the contract cost and the customer reference (including name, address, and **current** telephone number).

80.160 Business Resource Capacity

This section is **Very Important** and shall contain information about the business resource capacity of the Consultant. This information shall include the corporate financial position, corporate administrative practices and controls, and ability to manage inventory. The Consultant shall provide a statement certifying that the firm has the financial stability and corporate capacity to enter into a contract of this scope with the Lead State. The Consultant shall provide bank references including name, address, and current telephone number of the given bank. The Consultant shall provide in the proposal information concerning the financial status of the company and other pertinent facts relating to corporate and financial stability. These items must include the following:

- A list of other major projects currently being undertaken by the Consultant including the time remaining to implementation and the costs involved. Projects may be classified as "major" due to cost, complexity, criticality, or all three, and the determination is subjective;
- A discussion of how this project is to be financed both short term and long term;
- A list of other large recently completed projects and how they were financed;

- A discussion of credit rating for the last three (3) years. If bonds or debt have been rated, include name of rating agency and criteria used in the rating;
- An explanation of any outstanding lines of credit including the terms and the name of the lending institution(s); and
- A complete listing of any external consultants or partners that will be involved in submitting the proposal must be provided along with comparable financial information for each as requested above. External Consultants or partners are defined as a person or firm outside the Consultant's team who provides input into the drafting of and/or final preparation of the Proposal document(s). This could include anyone from an outside attorney to a financial analyst.

80.170 Business Approach

The Consultant shall describe in detail the business approach to managing and operating the TRIMARC facility and associated systems, including the critical success factors in implementing your approach. Identify and rank significant areas of risk that could result in failure of your approach. Explain how these risks will be managed or mitigated with your approach. Identify any hard-to-resource skills associated with the delivery of your approach. Explain how your approach addresses this issue. Discuss the key dependencies and requirements of your approach on other parties; including other vendors and both KYTC and INDOT. Discuss any assumptions and constraints on which you have based your approach. Discuss any creative funding alternatives or approaches that should be considered for Management and Operations. State your commitment to abide by all ITS Standards that apply to the Contract/Project.

80.180 Management and Operations Plan

The Plan shall address the Consultant's approach and include the following:

- (i). actions necessary for the proper functioning of the system (Operations);
- (ii). actions performed on an as needed basis (Response Maintenance);
- (iii). action necessary for the proper delivery of emergency services (Response Services);
- (iv). actions performed on a regularly scheduled basis (Preventative Maintenance);
- (v). actions invoked to correct a recurring problem (Design Modification); and
- (vi). resources allocated for the proper functioning of the system (Management).

The Plan must address the six items above and include a detailed task-by-task listing and a timetable identifying all major tasks and schedules. The Management and Operations Plan must incorporate both the startup schedule and the management and operations of the facility. This schedule shall cover:

- Kentucky Transportation Cabinet responsibilities

- Indiana Department of Transportation responsibilities
- Manager responsibilities
- Project startup milestones
- Management and Operations Plan
- Plan for the purchase of any equipment
- Target dates
- Training schedule for staff

The plan should include expected staffing requirements and qualifications, responsibilities and stationing of personnel, necessary equipment and vehicles, and steps required to ensure the safety of the Facility.

80.200 Cost Proposal

This section describes the requirements to be addressed by the Consultant in preparing the cost proposal. The Consultant shall propose a total price for services to fulfill the requirements of this Request for Proposal for two (2) years. This total shall include all costs, such as, but not limited to: travel, clerical, management, training, license fees, and other costs.

As indicated in Section 70.550, the Consultant shall enclose in a separate sealed envelope the proposed price for the two year service. This proposal shall contain a proposed price for Work Task (#1-4). For Work Task #5, the Consultant shall propose an hourly rate for Freeway Service Patrol Vehicles, multiplied by a maximum 5,800 hours per year, multiplied by two years. The Consultant will provide a total bid which is the sum of the two items above. The Consultant shall not include Specific Items within Work Task's #1-4 that refer to cost reimbursement. These items, as well as Work Tasks # 7 and 8 will be on a cost reimbursement basis and will be negotiated between the Lead State and the Manager after selection. The Lead State and the selected Consultant will negotiate the rates for Work Task #6. If not submitted, the Consultant's proposal shall be rejected. The Consultant may prepare its own form of submission, as long as it contains the total price for services. The Consultant shall sign and date in blue ink each page contained in this folder. If required signatures are not provided, the Consultant's proposal shall be rejected.

80.300 Summary of Proposal Material From Other Sections

This section describes the required material for proposal submittal listed in other sections of this Request for proposal. The section containing the description of each item is listed immediately after.

- Campaign Finance Law Statement pursuant to KRS 45A.110 and KRS 45A.115
- Prior violations of KRS Chapters 136, 139, 141, 337, 38, 341, and 342 (Note: There is no standard form for signing and notarizing this Item.)

- Startup schedule

SECTION 90 - EVALUATION PROCESS

90.000 Selection Process

The selection of the TRIMARC Manager will be a two-step process. The first step will be to short-list three (3) Consultants for interviews with the Selection Committee. In the event of a tie, four (4) Consultants may be invited for the interviews. This will be accomplished by the Selection Committee ranking the responses in accordance with Section 90.200.

90.100 Evaluation of Each Proposal

The Lead State shall conduct a comprehensive, fair and impartial evaluation of proposals received in response to this Request for Proposal. Proposals shall be evaluated to determine if they are complete and whether they comply with the instructions to the Consultants contained in this Request for Proposal. Those proposals determined to be eligible for award (Responsive) shall be further evaluated.

Failure to comply with the instructions or submit a complete proposal may deem a proposal not eligible, except that the Lead State reserves the right to waive minor irregularities. If the Lead State waives minor administrative formalities, such waiver shall in no way modify the Request for Proposal requirements or excuse the Consultant from full compliance with the Request for Proposal specifications and other contract requirements if the Consultant is awarded the contract.

Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Lead State. The Lead State also reserves the right to reject all proposals.

90.110 Evaluation of Mandatory Requirements

The Selection Committee members shall evaluate and score each proposal. This evaluation shall be based on the information contained in the Consultant's proposal concerning the firm's technical expertise and capacity; the business resource capacity of the firm; the business approach the firm takes in solving the States business problem; and the proposed management and operations plan.

90.120 Evaluation Organization

A Selection Committee shall be established to evaluate, score, and recommend the submitted proposals. The Selection Committee shall have a minimum of five (5) members. Members of the Selection Committee may be appointed from outside the Kentucky Transportation Cabinet. The Lead State reserves the right to alter the composition of the committee or to designate other staff to assist in the process. Other designated persons may act as observers during the evaluation or selection process. The Selection Committee shall be responsible for each proposal evaluation (including corporate and personal reference checks).

90.200 Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria. A maximum of One Hundred (100) points shall be available for each proposal as follows:

1. Section 10.730 Equipment Mark-Up Percentage
(Maximum of Ten Points)
2. Section 10.740 Innovative Approaches for Engaging DBE
Firms, Minority-Owned Businesses, Small Businesses, and Recognized Minority
Organizations (Maximum of Ten Points)
3. Section 80.150 Technical Expertise/Capacity (Maximum of Fifteen Points)
4. Section 80.160 (Business Resource Capacity) and Section 80.170 (Business
Approach) (Maximum of Ten Points)
5. Section 80.180 Management and Operations Plan
(Maximum of Fifteen Points)
6. Sections 80.152 (Corporate Experience and Related Projects), and 80.154 (Proposed
Project Staff) Relative experience, capabilities and expertise of
Consultant Team while performing the Management and Operations responsibilities in a
metropolitan area Traffic Management Center (of similar size or larger than TRIMARC), and
the Team's ability to bring innovation to KYTC projects
(Maximum of Twenty-Eight Points)
7. Project approach and proposed procedures to accomplish the services to be
provided under this Contract (Maximum of Ten Points)
8. Consultant's Kentucky Office where 75% - 100% of the work is to be performed.
(2 Points)
Consultant's Kentucky Office where 26% - 74% of the work is to be performed.
(1 Point)

Thus, Consultants can receive a Maximum of One Hundred (100) Points.

90.201 Evaluation Details

The Lead State shall evaluate the key personnel experience, corporate qualifications, corporate resources, and financial position of the Consultant. The evaluation shall pay particular attention to experience in management and operations of systems and emergency response.

Company references shall be checked and consideration given based on the degree of success on projects with requirements similar to those being proposed in this Request for proposal.

The financial health of the Consultants shall be considered. Independent financial reports shall be obtained; however, audited financial statements may be included with the proposal to ensure maximal consideration in this category.

90.202 Project/Key Personnel

An evaluation of the Consultant's understanding of the level of staffing required to complete the scope of work and evaluation of the qualifications of the Consultant's proposed staff shall be conducted. The evaluation of the proposed TRIMARC Project Manager and other personnel shall focus on their experience in operations, maintenance, and emergency response. The evaluation shall include all project personnel based upon the collective experience and capabilities of personnel proposed for the Project Manager's team, as well as upon the overall experience and capabilities of specific staff proposed to perform specific tasks.

90.203 Startup Schedule

An evaluation of the Consultant's understanding of the tasks that need to be implemented between the Award and the Notice to Proceed shall be conducted. Elements of the Startup Schedule shall include but are not limited to: training for the staff covering both proper certifications, familiarization with project equipment; development of specifications and procedures, and development of plans required by this Request for Proposal.

90.204 Management and Operations Plan

An evaluation of the Consultant's Plan for the continued safe and efficient management and operations of the facility shall be conducted. This will include, but not be limited to: the Consultant's approach to operating and maintaining the facility; expected staffing requirements, including responsibilities, qualifications, and stationing; necessary equipment and vehicles; and safety requirements for the TRIMARC facility.

90.205 Corporate Administrative

An evaluation of the Consultant's understanding of the necessary administrative policies and controls that must be in place to insure the proper execution of the project will be conducted.

90.210 Individual Committee Member's Score for Each Proposal

The individual members of the Selection Committee shall evaluate and tabulate the total score as indicated in Section 90.200 for each proposal.

90.300 Interview Process

Ground Rules for the interviews are as follow:

1. Combined attendance for the interviews by Consultant and Sub-Contractor Personnel shall not exceed four persons.
2. The proposed Project Manager will make the presentation. The Project Manager must be the primary responder for questions asked of the Team, but may direct questions to other members of the Team. However, this should be avoided except where the Team member has special expertise.
3. The total interview shall not exceed thirty minutes.
4. Any power-point presentation shall not exceed ten (10) minutes.
5. The ranking member of the Consultant team shall use the last three to five minutes to sum up the firm's commitment to the project.
6. The order of presentation shall be determined by lot. Thirty (30) minutes will be scheduled between presentations for set-up and take-down of power point equipment and/or displays. A consultant should not infringe on another consultant's time.

90.400 Final Selection Process

Following the interviews, the Selection Committee will review the Folder containing the Cost Proposal, and select the successful Consultant based upon the Oral Interviews and the proposed price. In the event that no Consultant receives a majority of the Selection Committee vote, the Consultant with the lower proposed price between/among the top ranked Consultant Presentations shall be ranked above any others with which it has tied.

90.500 Selection Committee Members

Governor's Pool	Howard Cruse
Secretary's Pool	Michael Calebs
Secretary's Pool	Danl Hall
User Group	Mike Cline (INDOT)
User Group	Wayne Bates