

FLORIDA DEPARTMENT OF TRANSPORTATION

ADDENDUM: #3

DATE: December 17, 2014

RE: RFP-DOT-14/15-9020-RC

BID TITLE: Automated Identification and Quantification of Flexible and Rigid Pavement Distresses

OPENING DATE: January 13, 2015 @ 3:00PM (Local Time)

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**NOTICE IS HEREBY GIVEN OF THE FOLLOWING TECHNICAL AND ADMINISTRATIVE QUESTIONS AND ANSWERS RELATED TO THE ABOVE REFERENCED BID.**

**QUESTION 1:** What is the make and model of the LRIS system do they currently use?

**RESPONSE:** The LRIS specifications are provided in the document "FDOT LRIS Specs.docx" available from the following link: <http://www.dot.state.fl.us/statematerialsoffice/pavement/rfp/>

**QUESTION 2:** Is there a picture of the current installation?

**RESPONSE:** The document "FDOT LRIS Specs.docx" available from the link below contains a picture of the host vehicle (Multi-Purpose Survey Vehicle) and of the LRIS. The requestor needs to be specific if requesting additional picture(s). <http://www.dot.state.fl.us/statematerialsoffice/pavement/rfp/>

**QUESTION 3:** Are there any planned upgrades to this system?

**RESPONSE:** There are no planned upgrades to the system for the time being.

**QUESTION 4:** Is the vision of the computer application to be a near real-time application or a post-pass (after data collection) process?

**RESPONSE:** The envisioned computer application is to be utilized in an office environment after data collection.

**QUESTION 5:** Is GPS information coupled with the system?

**RESPONSE:** Yes.

**QUESTION 6:** Is there a need for a Geo-spatial solution to accompany the analysis product?

**RESPONSE:** Yes. The LRIS images and profiler data output are presently linearly and geo-spatially referenced.

**QUESTION 7:** In Task 2, what is the vision for the end user flexibility to make changes?

**RESPONSE:** The envisioned flexibility in the application would allow the end user to make certain changes which may include but not limited to updating distress type, change distress extent and severity thresholds, adjust limits and/or number of distress zones across a lane, ability to identify and quantify other pavement distresses from images.

**QUESTION 8:** What file format(s) are the LRIS images and data collected in?

**RESPONSE:** The LRIS images are in .JPG format. The profile data are initially in binary format which after processing using the integrator software, are output into standard formats such as .csv, .txt, .xls/.xlsx, .ppf and .erd.

**QUESTION 9:** What is the period of performance of the project? I thought I heard 18 months in the conference but it's not in the RFP. My PI is looking at a time frame of 20 months. Will that be accepted or must we stick with 18 months?

**RESPONSE:** The vendors will include in their proposal the number of months required to complete each task of the project.

**QUESTION 10:** Can you tell me please what the funding mechanism will be for this project, if awarded? Are we looking at cost plus, or time and materials type of agreement, or fixed price?

**RESPONSE:** Fixed price as lump sum for each task deliverable (see Exhibit "B", "Method of Compensation" in the advertisement).

**QUESTION 11:** How is the "milepost" data supplied with images? How is the milepost location data furnished with LRIS images so that cracks can be located with respect to the milepost?

**RESPONSE:** Using the integrator software (WinRP), the end user creates an Image Event File in the form of a report which includes as a minimum the mileposts, corresponding image numbers, and GPS coordinates. The milepost corresponds to the farthest point from where the data collection started, which corresponds to the top edge of the image; the (0,0) pixel coordinates corresponds to the top left corner of an image with dimension of 4,044 x 5,949 (pixels). An example Image Event Report is available from the following link:<http://www.dot.state.fl.us/statematerialsoffice/pavement/rfp/>

**QUESTION 12:** Why does the DOT want the IP of the code? Is this something the DOT hopes to use only for internal purposes or to perhaps distribute/share with other firms and states?

**RESPONSE:** FDOT will own the IP and source code developed and paid for under this project and not the “core” code developed prior to the project.

**QUESTION 13:** We understand that the algorithm design concept will be documented in the deliverables for Tasks 2 and 5. Will the DOT own the IP on these design concepts in addition to the code itself? What if these concepts were adopted from previous software development initiatives other than this project?

**RESPONSE:** FDOT will own the IP and source code developed and paid for under this project and not the “core” code and/or IP developed prior to this project.

**QUESTION 14:** What are the longer term goals that the DOT has with this project?

**RESPONSE:** FDOT’s long-term goal is to have an automated application/process to identify, quantify and classify surface distresses in rigid and flexible pavements providing accurate and repeatable results, with the ability to make adjustments to the automated application/process when necessary. The FDOT plans to achieve this goal by optimizing existing resources and any other resources to be acquired that are justified.

**QUESTION 15:** Is the intent to continue to use their current data collection unit to test all of the state roads and perform the pavement distress data processing in house, or to just use this as a QC tool as they intend to contract out data collection in the future?

**RESPONSE:** Presently, the intent is to continue the data collection and processing in-house.

**QUESTION 16:** The developed software application could have varying levels of capabilities depending on the available budget and the corresponding level of effort. Does Florida DOT have a specified range of the available budget for this project?

**RESPONSE:** The main functionality of the envisioned application software is provided in the Scope of Services. The vendors are expected to provide a technical proposal to develop the expected product solution along with a price proposal.

**QUESTION 17:** The RFP calls for inclusion of an implementation plan (Section 5 in the Technical Proposal). Section 3 in the Technical Proposal is dedicated to a description of the proposer’s technical approach to various tasks of this project, including Task 7 (under Phase II) which corresponds to software implementation. How (if at all) is the required description for Section 5 different than the description of the proposer’s approach to Task 7?

**RESPONSE:** As part of Section 3, the vendor will provide a technical plan which identifies the approach used to ensure a successful implementation of the application. Section 5 will provide the details of all activities that constitute the implementation plan, including but not limited to the sequences/phases, available and required resources, the training and technical support provided, and logistics that will be put in place to ensure a continued operation of the implemented application during and after project completion.

**QUESTION 18:** Are the activities referred to as Task 10 or Technical Support in the RFP including or overlapping with the activities described in Task 7 as “staff training to cover all aspects of the process including procedures for calibration, verification, data collection, quality control, data storage, processing, analysis, and reporting”?

**RESPONSE:** Task 7 and Task 10 are separate tasks and may cover some common activities.

**QUESTION 19:** What are the specifications of the pavement imaging system that FDOT plans to use in connection with the software to be developed under this project (e.g., make and model of camera, dimension and spacing of images, GPS and linear distance data encoding, use of external lighting, etc.).

**RESPONSE:** The linescan cameras in the LRIS pavement imaging system are Cameralink, 2048 pixels wide each, and can reach line rates up to 30KHz. The LRIS uses laser lighting integrated with the system. The image size is presently set to capture 13.27 feet x 19.52 feet of pavement. The length may be modified through settings. See the following link for additional information: <http://www.dot.state.fl.us/statematerialsoffice/pavement/rfp/>

**QUESTION 20:** Is FDOT considering the possibility of incorporating new imaging systems as part of this project?

**RESPONSE:** This will depend on the results and recommendations from Phase I of the project. Task 4 of the Scope of Services addresses this question.

**QUESTION 21:** The referenced RFP requires the submission of source code to FDOT of the distress analysis program. We have worked on this software technology for about 20 years, which has been commercialized in the marketplace. I am wondering if it is possible to allow us to submit only portion of the source code so that key IPs are protected?

**RESPONSE:** FDOT will own the IP and source code developed and paid for under this project and not the "core" code and IP developed prior to the project.

**QUESTION 22:** If the above recommendation is not acceptable, can you clarify what measures can be taken at FDOT so that the IPs in the source code will not be used directly or indirectly by others in the market place for commercial purposes?

**RESPONSE:** Source code and IP entered in an escrow account (refer to OWNERSHIP OF WORKS AND INVENTIONS in APPENDIX II)

**QUESTION 23:** In Appendix II - INFORMATION TECHNOLOGY RESOURCES, section "OWNERSHIP OF WORKS AND INVENTIONS," the requirement is stated in multiple locations that FDOT will have full ownership of all work "conceived, created, or furnished" under this Contract. Please provide a full and complete definition of "furnished."

**RESPONSE:** "Provided to the Department or its agents, officers, employees, consultants or contractors."

**QUESTION 24:** Given the answer to the above, under the following situation, which items would FDOT claim ownership under the clauses in Appendix II? A contractor fulfills the requirements of this project using a number of resources in a multiple step process. These resources include:

1. computer programming framework and libraries by others (i.e. Microsoft) that are available to be used in creating the project (standard programming tools)
2. applications & libraries conceived and created by the contractor or its subcontractor outside of this contract
3. applications & libraries conceived by the contractor or its subcontractor outside of this contract and are modified or enhanced as part of this contract

**RESPONSE to #1, #2 and #3:** FDOT will own any source code created and paid for the purpose of this project. The vendor will need to disclose the application/framework developed outside of this project and any licensing requirements. FDOT is not requiring to own the source code for applications and libraries conceived and created outside of this project.

4. new applications created under this contract

**RESPONSE:** Yes.

**QUESTION 25:** In the development of the deliverables for this project there are 4 steps in the process using the following resources from above.

Step 1. - Application component using #1 & #2 above:

**RESPONSE:** FDOT is not requiring ownership under this scenario.

Step 2. - Application component using #1, #3, above:

**RESPONSE:** Anything done in #3 belongs to FDOT

Step 3. - Application component using #1, #4 above:

**RESPONSE:** Anything done in #4 belongs to FDOT

Step 4. - Graphical user interface that contains components #1, #3, and #4:

**RESPONSE:** Anything done in #3, and #4 belongs to FDOT

**QUESTION 26:** Which components listed above are deemed under this contract to be owned by FDOT? Which steps in the process does FDOT claim ownership of the deliverables and source code?

**RESPONSE:** See responses provided above.

**QUESTION 27:** Which components require a delivery of source code as in the project deliverables?

**RESPONSE:** Any source code conceived/created from the inception to the end of the project, and paid for by FDOT.

**QUESTION 28:** Is it required that all source code for the software must be delivered to the FDOT as part of the contract?

**RESPONSE:** FDOT will own the IP and source code developed and paid for under this project and not the "core" code and IP developed prior to the project.

**QUESTION 29:** I wanted to clarify the requirement for the Price Proposal. The RFP indicates that we need to include a detailed budget along with the price proposal. Does this mean FDOT would like a detailed budget narrative, or a detailed excel budget that identifies all the necessary items per task as mentioned in the RFP?

**RESPONSE:** Yes, the proposer shall attach a detailed budget (spreadsheet) to support the lump sum amount identified per task.

**QUESTION 30:** Exhibit "C" provides Price Proposal table (Phase I & II). Should total estimated travel for each Phase be a part of costs for respective Tasks per Phase or will travel be over-and-above that amount? This will help to determine completion of Exhibit "B".

**RESPONSE:** Travel for each phase should be a part of the costs for the respective tasks.

**QUESTION 31:** Are applicants required to submit Registration Form (Page 1) to be eligible? Or, can we just check the website for updates ([www.myflorida.com](http://www.myflorida.com))?

**RESPONSE:** Yes

**QUESTION 32:** The Price Proposal contains Bidder's Opportunity List and Anticipated DBE Participation Statement. Should the Drug-Free Workplace Certification be submitted as part of the Price Proposal as well?

**RESPONSE:** Submit forms to me (Celeste Rosso) with Technical Proposal Documents by scheduled due date.

**QUESTION 33:** Page 13 of the RFP states: "In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions." We have a current Master Agreement with FDOT under Agreement # BDV24 (signed 3/28/13 and Mod 1 signed 12/12/13). Will the Master be acceptable for this RFP? Both are attached as reference.

**RESPONSE:** Should the project be awarded to a state university, the master agreement will serve as the contracting document.

**QUESTION 34:** Will FDOT reject a proposal from a vendor in which their software utilizes libraries from another company and if multiple users of the software are needed then it will require license fees to be paid by FDOT for each concurrent user?

**RESPONSE:** FDOT will consider all proposals and requires vendors to disclose all licensing requirements, terms, and fees.

**QUESTION 35:** Are you flexible to allow the contractor to provide GUI and database functions in source code and other key algorithms in library format such as DLL?

**RESPONSE:** Yes

**QUESTION 36:** Will FDOT reject a proposal from a vendor in which their software utilizes libraries from another company and if multiple users of the software are needed then it will require license fees to be paid by FDOT for each concurrent user?

**RESPONSE:** FDOT will consider all proposals and requires vendors to disclose all licensing requirements, terms and fees.

**QUESTION 37:** Can a 3D alternative solution be offered for this project?

**RESPONSE:** It is expected that the appropriate solution(s) (2D, 3D or other) for each pavement type will be determined by accomplishing the tasks and deliverables described in the Scope of Services.

**QUESTION 38:** Does FDOT's Multi Purpose Survey Vehicle (MPSV) that is used in road image collection record GPS locations? If so, can current GPS location be tagged to a road image? How accurate is the GPS location?

**RESPONSE:** The MPSV records Differential GPS (DGPS) with Omnistar signal correction. The LRIS images and profiler data output are presently linearly and geo-spatially referenced. The DGPS accuracy is rated at sub-meter which was verified by a recent FDOT study one roadway section.

**QUESTION 39:** We have a pre-developed crack analysis and visualization engine that is copyrighted through the university. In our proposal, we will use the software engine as a component of the final software to be produced in this project. Who will have the ownership and intellectual property of the software to be developed in this project?

**RESPONSE:** FDOT will own the IP and source code developed and paid for under this project and not the "core" code and IP developed prior to the project

**SEE ADDENDUM ACKNOWLEDGEMENT RECEIPT (following page)**

**Bidders must acknowledge receipt** of this addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid opening. **Failure to do so may subject the bidder to disqualification.**

Celeste Rosso  
Procurement

\_\_\_\_\_ Bidder/Proposer

\_\_\_\_\_ Address

\_\_\_\_\_ Submitted by (Signature)

Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.