



## LEGAL NOTICE

### REQUEST FOR QUALIFICATIONS

RFQ 20-060

For

**CONSULTANT SERVICES –  
GATEWAY GREEN LIGHT (GGL) PHASE 6 – PE Package A**

**CMAQ-5414(634)**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking Statement of Qualifications from Professional Service Firms to provide **Consultant Services for Phase 6 – PE Package A of the Gateway Green Light Project** for the County. The County reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

## INSTRUCTIONS

One [1] signed original and one [1] USB digitized copy of the Statement of Qualifications must be received in a sealed envelope plainly marked “**20-060 Consultant Services - CMAQ-5414(634) Gateway Green Light Program, Phase 6 – PE Package A**” with the due date and time in the lower left corner of the envelope.

An authorized representative of the company/person submitting the statement of qualification must sign it in blue ink.

Statements of Qualifications must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301 prior to **09/03/2020 at 2:00 PM**.

St. Charles County reserves the right to accept and/or reject any and all proposals.

## INQUIRIES

Any questions or clarifications concerning this RFQ must be submitted in writing to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
[kmandernach@sccmo.org](mailto:kmandernach@sccmo.org)

**For questions or inquiries concerning the requirement please contact:**

Amanda Brauer, Manager  
St. Charles County Government  
Roads and Traffic Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-3074  
[abrauer@sccmo.org](mailto:abrauer@sccmo.org)

- The RFQ number and title shall be referenced on all correspondence.
- All questions must be received no later than **3:00 PM** on **08/21/2020**.
- Any question received after this deadline may not be answered.

### **Prohibited Communication**

***Contact with any representative, other than through the procedure outlined in the section titled “Inquiries”, concerning this request is prohibited PRIOR TO PROPOSAL DUE DATE. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County. Any Offeror engaging in such prohibited communications prior to proposal due date may be disqualified at the sole discretion of St. Charles County.***

**Consultant Services – Gateway Green Light (GGL) Phase 6 – PE Package A**

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## TERMS AND CONDITIONS

1. Sealed Proposals will be received until 2:00 (Two o'clock) P.M., September 3, 2020 by: St. Charles County Finance Department 201 North Second Street, Suite 541 St. Charles, Missouri 63301

Any proposals received after the time and date specified above shall not be considered. The outside of the envelope containing one [1] signed original and one [1] USB digitized copy of the proposal must be received in a sealed envelope, and designated in the lower left corner of the envelope with:

Sealed proposal for: **20-060 Consultant Services - CMAQ-5414(634)  
Gateway Green Light Program, Phase 6 – PE  
Package A**

FIRM'S Name **FIRM'S Name**  
FIRM'S address **FIRM'S address**  
Due Date and Time of proposal: **September 3, 2020 at 2:00 PM**

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope, addressed as specified in the proposal form.

2. A Proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals.
3. No additions, deletions, corrections, or adjustments will be accepted after submissions are opened.
4. Sealed submissions received after the designated time of the receipt of the sealed statements will not be opened.
5. All requests for clarifications on these proposal documents must be received in writing no later than **3:00 PM on 08/21/2020**.
6. An authorized officer of the company submitting the response must sign all copies, in blue ink.
7. St. Charles County reserves the right to reject any and all Proposals.
8. Prices for services should not be included in submitted responses.
9. The electronic version of this proposal/RFQ is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this proposal/RFQ on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

10. St. Charles County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees and licenses.
11. The successful firm is specifically denied the right of using in any form or medium the names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.
12. All firms must possess the necessary and appropriate business and/or professional licenses in their field.
13. Award will be made to the firm best qualified and capable of performing the desired work, subject to successful contract negotiations.

14. Insurance

Errors and Omissions (Professional Liability): With limits of not less than \$1.0 million per claim/\$2.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.

Commercial General Liability (CGL): \$1,000,000/\$3,000,000 including Products/Completed Operations. CGL coverage shall cover all liability arising from premises, operations, independent contractor and personal injury and liability assumed under an insured contract.

Automobile Liability: covering liability arising out of the use of any owned, hired, leased or non-owned vehicle in an amount of no less than \$1,000,000 per occurrence.

Workers Compensation/Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.

Excess Umbrella: liability with a limit of no less than \$1,000,000 in excess of the above policies.

All insurance to be written through a company duly authorized to do business in the State of Missouri with an A.M. Best Rating of A-IX or higher.

The Professional Liability, CGL, Automobile and Umbrella policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change.

A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies.

The required insurance provided by the "Firm" shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.

A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any WORK.

15. Certification

The Firm understands and agrees that by signing the statement of Qualification document, the Firm certifies the following:

The Firm shall only utilize licensed professional personnel who have had their qualifications submitted as part of the Firm's Qualifications document (or subsequent updates). All personnel utilized must be authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Firm is found to be in violation of this requirement or applicable federal, state and /or local laws and/or regulations, and if the County of St. Charles has reasonable cause to believe that the Firm has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Firm from doing business with the County.

The Firm agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.

16. Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes* Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity (Firm), the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this Qualification request. Firms may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**

- Send the notarized affidavit and E-Verify MOU signature page along with a Qualification solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\*PLEASE NOTE:\*\***

***Acceptable enrollment and participation documentation consist of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Firm, and the Department of Homeland Security - Verification Division***

***The online address to enroll in the E-verify program is:***  
<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

17. Veteran Friendly Employment Policy

Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information.

\_\_\_\_\_ "YES" our company has a veteran friendly employment policy.

\_\_\_\_\_ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

18. Open Records

Any and all information contained in or submitted with the proposal becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all proposals are rejected. If Proposer believes that any information contained in or submitted with the proposal is protected by the Missouri Sunshine Law, Proposer must clearly identify what information Proposer believes is so protected and must also clearly identify the legal basis therefor.

RFQ 20-060  
CMAQ-5414(634)

**Consultant Services – Gateway Green Light (GGL) Phase 6 – PE Package A**

St. Charles County (referred to hereafter as County) seeks a qualified consultant to assist the County in the system operations, maintenances, and management of the Gateway Green Light Program in St. Charles County.

Qualifications are due on **Thursday, 09/03/2020 at 2:00 p.m.** local time to the following address:

Kurt Mandernach  
Purchasing Manager  
St. Charles County Government  
201 North Second St, Room 541  
St. Charles, MO 63301

Late proposals will be returned unopened. One [1] signed original and one [1] USB digitized copy of the proposal must be received in a sealed envelope. **Faxed or emailed proposals will not be accepted.**



## Section I: Scope of Work

St. Charles County is seeking assistance of a consultant for design, project management, and procurement of fiber optic cable, network communications devices, Bluetooth Vehicle Travel Time Detectors, Turning Movement Count Capable Detection Cameras, Pan-Tilt-Zoom (PTZ) Surveillance Cameras, Wireless Vehicle Detection, and CCTVs and construction engineering and inspection services during the implementation of the project. Additionally, the consultant will be responsible for system integration support.

The consultant will be responsible for all aspects of work needed to complete the project requirements as outlined in the County's CMAQ application, attached hereto as **Exhibit A – Tasks 1-5**, which include but are not limited to the following:

- Design, project management, procurement and construction engineering and inspection;
- Quality of the data assurance;
- Integration support services; and
- Submittals as required by MoDOT's local road program.

The consultant will also be responsible for project documentation and submittals associated with a federal aid project including but not limited to field logs and diaries, reimbursement requests, and other submittals as required by MoDOT's local road program.

Integration support duties may include, but are not limited to, operation and monitoring of the centralized traffic management system, incident response, planned response, controller database management, signal operations and communications troubleshooting, system training, system reporting, work order tracking and resolution, timing plans, asset management, work zone safety, public outreach, and non-GGL staffing and support.

## Section II: Qualifications for the Project

1. Letter of Interest. The responding firm must provide a letter of interest (2-3 pages maximum) that summarizes the firm's approach to the project and why the firm is particularly qualified to complete the work for this project. The letter must include name, phone number, and email address of the person who the County should contact in the event that questions arise regarding the firm's submission.
2. Qualifications. Responses must indicate the qualifications of the responding firm and its subcontractors on similar ITS projects. The response should include the following:
  - a. Experience summaries of key personnel to be assigned to the project.
  - b. A team organization chart.
  - c. References
3. Project Approach
4. Staffing Plan
5. Schedule
6. Subcontractors List

7. Disadvantage Business Enterprise (DBE) List (DBE Goal 10%)
8. Statement of Qualification (RSMo 8.285 through 8.291)
9. Affidavit of Compliance with the Federal Work Authorization Program
10. E-Verify Memorandum of Understanding (15 CSR 60-15.020)

### **Section III: Evaluation Criteria**

The qualifications submitted by each consultant or consultant team will be evaluated according to the following criteria, in order of priority and points as assigned:

1. *Experience, qualifications, and technical competence* of the consultant relative to comparable projects within the last five (5) years. This section of the consultant's submittal should outline its experience and that of its subcontractors, project manager, and assigned individuals on similar ITS projects and the Gateway Green Light Program. A total of 20 points is available. This section of the consultant's submittal should be limited to 10 pages.
  - a. Experience of the consultant and subcontractor(s)
  - b. Experience of the project manager
  - c. Experience of other assigned individuals
  - d. Related project experience
2. *Project Approach.* This plan should provide a description of the consultant's approach to deliver the desired services. This section should outline the various task and deliverables. A total of 40 points is available. This section of the consultant's submittal should be limited to 30 pages.
  - a. Understanding of the scope of work
  - b. Understanding of technical requirements and options
  - c. Description of the consultant's approach to provide the services requested herein
  - d. Value added services, description of additional services offered by the consultant not included in the scope of work but considered important to support ongoing operations of the Gateway Green Light Program.
3. *Staffing Plan.* This section should provide the consultant's plan and staffing requirements to provide the services outlined in its Project Approach. This section should describe the consultant's methodology of staff assignments to ensure the education, training, and experience of the assigned individual is appropriate match for the task or duty. A total of 20 points is available. This section of the consultant's submittal should be limited to 5 pages.

- a. Name project manager and other assigned individuals
  - b. List duties of project manager and other assigned individuals
4. *Schedule*. This section should provide the consultant's schedule including project milestones and deliverables. A total of 20 points is available (design and procurement documents completed within 3 months = 20 points, 6 months 15 points, 9 months = 10 points, more than 9 months = 0 points). This section of the consultant's submittal should be limited to 2 to 3 pages.

#### **Section IV: Selection Procedures**

A consultant will be selected by St. Charles County and its project partners, which includes MoDOT and local jurisdictions, after analysis of all information provided in the qualifications. Respondents should be available for interviews prior to the selection of a consultant. The respondent, if interviewed, shall have its project manager and any other key individuals at the interview. The County may elect not to conduct interviews and reserves the right to negotiate a contract, including the scope of work and contract price, with any respondent.

This request does not commit the County to award a contract, to pay any costs incurred in preparation of a response to this invitation, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all responses received as a result of this request, or to cancel this request in part or in its entirety if it is in the best interest of the County to do so. Respondents shall not offer any gratuities, favors or anything of monetary value to any officer, employee, agent, or director of the County or its project partners for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Qualifications.

The County reserves the right to suggest to any or all respondents to this RFQ that such respondents form into teams or organizations deemed to be advantageous to the County in performing the scope of work. The County will suggest the formation of such teams when such relationships appear to offer combinations of expertise or abilities not otherwise available.

Respondents have the right to refuse to enter into any suggested relationship.

All qualifications submitted hereunder become the exclusive property of the County.

**Exception Sheet**

If the item(s) and/or services proposed in the response to this Request for Qualifications is in any way different from that contained in this Request for Qualifications, the Firm is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Firm's offer is in total compliance with all aspects of the proposal or Qualification.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE QUALIFICATION**

**Audit Clause for Contracts**

Examination of Records

The Firm's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, sub-consultant files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Firm must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Firm is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Firm's operations, obtained during audits, will be kept confidential.

The Firm will require all sub-consultants under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the sub-consultants.

Firm Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all Qualification terms and conditions)

Date: \_\_\_\_\_

**AFFIDAVIT OF WORK AUTHORIZATION**

The Firm who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (**Name of Business Entity Authorized Representative**) as \_\_\_\_\_ (**Position/Title**) first being duly sworn on my oath, affirm \_\_\_\_\_ (**Business Entity Name**) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (**Business Entity Name**) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**

## Exhibit A

### Task 1

Procure and install various ITS equipment items (i.e., PTZ cameras, travel time detectors, count stations, video detection, and road condition sensors) on the fiber optic backbone along major arterials around St. Charles County.

### Task 2

Complete the installation of approximately 5.1 miles (27,000 LF) of fiber optic (FO) backbone communication links within the County.

The FO links that are proposed to be built as part of the GGL Phase VI project will complete the project network infrastructure architecture as defined in the GGL Phase III project and provide critical links that need to be constructed for redundant communication rings for network viability and stability. These proposed links will enable the countywide ITS communication system to self-heal and reroute communication links, reducing the possibility of area wide communications failure due to cable cuts or power outages.

These new fiber links will also allow for the installation of additional PTZ monitoring locations and the interconnection to additional traffic signals via fiber, enhancing and improving the overall network capabilities and reducing the dependence on cellular technologies for communication to these locations.

### Task 3

Procure and install communication network upgrades. As the Gateway Green Light fiber optic infrastructure and network of devices continues to expand and grow, additional core network bandwidth and capacity are required to maintain acceptable operations. Critically located 1-Gigabit Layer 3 routers will be upgraded and replaced with 10-Gigabit enabled devices to improve data throughput and transmission speeds. Additionally, required network improvements associated with the construction of the St Charles County Data Center will be supported by these system upgrades.

### Task 4

Procure and install enhancements to the current ATMS system in order to provide emergency vehicle priority (EVP) to enabled vehicles. It is anticipated that all fire and EMS vehicles will be enabled with the needed software at implementation. See **Attachment H – Global Traffic Technologies, LLC (GTT) Emergency Vehicle Preemption Proposal** for details of a potential centralized solution.

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Task 5

Procure engineering services to provide integration support during the build out of the GGL system. Services would include daily oversight of the operation of the system, continued development of best practice for use by system operators, assisting with performance measure reporting, guidance for system expansion and communication network engineering.

The current ATMS system has continued to expand since the initial installation during the Phase 1 GGL Project and will expand further with this project. These services would enable the multiple stakeholders of the GGL System to learn the best practices for operating their individual segments of the GGL system, to receive guidance on integrating future expansion of the system and to receive technical knowledge that is not present with current staff.