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**REQUEST FOR PROPOSALS
FOR
Automated Data Collection Vehicles
RFP # 6-160406TV
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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described products/services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be **received on or before 12:30 p.m. (Central Time) April 6, 2016**, at the office of the RFP Buyer of Record:

Tom Veasman
Senior General Services Specialist

Missouri Department of Transportation (Physical Address)
Central Office General Services
830 MoDOT Drive
Jefferson City, MO 65109

Missouri Department of Transportation (Mailing Address)
Central Office General Services
P.O. Box 270
Jefferson City, MO 65102

All documents must be sealed and should be clearly marked “**6-160406TV Automated Data Collection Vehicles**”.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide pricing to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the product at the pricing quoted, under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
 - (A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and
 - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

Authorized Signature of Offeror: _____

Date of Proposal:_____

Printed or Typed Name:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax:_____

Electronic Mail Address:_____

**SECTION 1:
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal: This document constitutes a RFP from prospective qualified Offerors to provide Automated Data Collection Vehicles to the Commission and MoDOT, as set forth in this RFP.

(B) Background: MHTC is seeking a qualified Offeror who can provide Automated Data Collection Vehicles. It is the intent of this RFP to have the successful Offeror enter into a Fleet Contract Agreement with MHTC (hereinafter “**Resulting Agreement**”), to supply Automated Data Collection Vehicles as outlined herein.

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member Commission appointed by the Governor. The Central Office provides oversight and support to seven (7) geographical districts primarily responsible for delivery of MoDOT’s mission and tangible results.

Each district contains approximately fifteen percent (15%) of the total road mileage in the state highway system. MoDOT employs approximately 5,100 full-time employees. About eighty percent (80%) of those employees work in the seven (7) districts with the remainder working in the various divisions within the Central Office facility.

(C) Contract Period: The Contract Period to provide the products described in this RFP is from the date of the fully executed Resulting Agreement through May 31st, 2018. The successful Offeror shall provide any and all the products listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Prices submitted by the successful Offeror in response to **SECTION 6: PRICING PAGE** of this RFP.

(D) Schedule of Events: Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
<u>MARCH 24, 2016</u>	Issue RFP and Advertise intent to solicit proposals.
<u>MARCH 29, 2016</u>	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
<u>MARCH 30, 2016</u>	Issuance of Amendment with resolution of any questions submitted.
<u>APRIL 6, 2016 @12:30 PM (Central)</u>	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

SECTION 2: SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

(A) Scope of Work:

Mandatory elements of the Roadway Data Collection & Analysis System include:

- a vehicle suitable for data acquisition at normal highway speeds
- vehicle distance measurement
- linear referencing
- global positioning
- roadway digital imaging
- longitudinal profile and roughness measurement
- slab faulting measurement
- transverse profile and rutting measurement
- onboard computer system
- dedicated workstation software
- automated crack detection and classification
- edge drop-off measurement
- pavement texture measurement
- roadway geometry measurement

(B) Definitions

Contractor: the successful Offeror awarded a contract
Macrotexture: pavement surface texture with wavelengths from 0.5 mm to 50mm (0.02 to 2 inches) and peak-to-peak amplitude of 0.1 mm to 20 mm (0.005 to 0.8 inches)
May: the word “may” is used with advisory or optional requirements
Log Miles: Mileage Reference Markers associated with MoDOT’s location reference system
Must: the word “must” is used with mandatory requirements
Travelway ID: Number associated with roadway naming and identification
Shall: the word “shall” is used with mandatory requirements
Vehicle: the complete vehicle and all subsystems transported by it

(C) Technical Specifications: The Offerors agree to provide a product meeting the above stated scope of work to include, but not be limited to the following technical requirements:

(D) Technical Specification Responses

A response to each specification statement is required and is to be entered on the lines provided in the following table. If the equipment fully conforms to the specification, enter an "X" in the COMPLY column. If the equipment does not fully conform to the specification, state the deviation from the specification in the rightmost column of the table. Failure to comply with the specification may result in bid rejection.

		COMPLY	Explanation of Non-Compliance
1. Vehicle (Mandatory)			
A.	Contractor shall supply a vehicle including the following factory-equipped features:		
1)	current model full-size van, Freightliner 2500 cargo van with high roof or other models that are functionally equivalent		
2)	maximum vehicle height of 11 feet including all externally mounted systems		
3)	diesel engine		
4)	air conditioning – vehicle manufacturer’s in-dash front A/C and rear roof top air conditioning unit		
5)	alternator: maximum amperage		
6)	battery: heavy duty and auxiliary		
7)	bumper: rear		
8)	fuel tank: maximum capacity		
9)	heating: front and rear		
10)	interior insulation package		
11)	paint: exterior, solid color, manufacturer’s standard white preferred		
12)	power steering		
13)	radio: am-fm (inclusion of cd player preferred but not mandatory)		
14)	running boards		
15)	two (2) captain chairs in the front with additional captain chair for rear operator work station.		
a.	power seat adjustment		
b.	lumbar support		

		COMPLY	Explanation of Non-Compliance
c.	heavy duty tubular steel seat frame		
d.	durable stain-resistant covering		
e.	seating system tested and certified to meet or exceed DOT safety standard FMVSS #207 per section S 4.2 and S 4.3		
16)	Rear operator's station located in the rear section of the vehicle for operator to conduct quality control/processing duties post-collection. Provide diagrams, pictures and/or shop drawings.		
17)	cruise control		
18)	tilt steering wheel		
19)	all-season tires including full size spare		
20)	full size spare tire mounted inside vehicle		
21)	automatic transmission		
22)	windows in the rear and side door(s) will be tinted.		
23)	power remote mirrors		
24)	power windows		
25)	power door locks		
26)	four (4) remote vehicle entries		
27)	four (4) vehicle keys		
B.	Contractor shall install additions and modifications to the vehicle as follow:		
1)	Modifications to the interior and exterior of the vehicle will securely mount all data collection subsystems.		
2)	Interior insulation, finished walls and ceiling, covered floor, interior lighting, storage compartments, equipment racks, and work surfaces. NOTE: Adequate lighting shall be provided for rear work station.		

		COMPLY	Explanation of Non-Compliance
3)	All contractor-installed locking compartments shall be keyed alike. All padlocks shall be keyed alike.		
4)	Two auxiliary interior 12 volt electrical connections protected by resettable circuit breakers. Capable of running two additional laptops and cell phone chargers in addition to all systems provided in vehicle.		
5)	Mud flaps front and back		
6)	All contractor-installed controls, gauges, indicators, pilot lamps, and switches shall be mounted in one control panel and permanently labeled to indicate function and on-off positions.		
7)	The control panel shall be ergonomically located for the operators and positioned to avoid creating nuisance reflections.		
8)	If cameras are mounted in the Interior of the van-they shall not interfere with the sun visors.		
9)	All contractor-installed wiring and subsystem wiring shall be color-coded or permanently labeled for identification and correspond to the <i>contractor supplied wiring diagrams</i> .		
10)	The vehicle shall be free of decals, emblems, identification, logos and advertising by the Contractor, subcontractors, and dealers. Standard brand and model identification of the vehicle manufacturer is acceptable.		

		COMPLY	Explanation of Non-Compliance
C.	Vehicle Warranty		
1)	The vehicle shall be covered by the manufacturer's standard warranty.		
2)	Work performed by the Contractor shall not diminish the manufacturer's warranty coverage or adversely affect any emission control system.		
3)	The Contractor will not be responsible for maintenance and repair of the vehicle.		
D.	Auxiliary Power Unit to Power Data Collection Subsystems		
1)	The Contractor shall supply and install an auxiliary power unit (APU) large enough to supply continuous electrical power to all onboard computer, electrical, and related subsystems.		
2)	Auxiliary power shall include a power inverter with breaker box and battery backup supply to power subsystems in the event of APU failure.		
3)	Total power consumption of installed equipment, two additional laptops and cell phone chargers shall not exceed APU capacity.		
4)	APU failure shall not disable the vehicle electrical system.		
5)	The APU shall include surge protection to prevent damage to the vehicle and all data collection subsystems.		
6)	APU installation shall comply with the manufacturer's recommendations and standards.		
7)	APU installation shall not adversely affect the vehicle including all subsystems, compliance with emission standards, and warranty coverage.		

		COMPLY	Explanation of Non-Compliance
8)	The APU shall be an auxiliary alternator powered by the vehicle's engine.		
9)	External Power: The Contractor shall install an external, weatherproof, electrical hookup to allow common house current to power the subsystems for an indefinite period. The hookup shall totally preclude the possibility of back-feed to utility lines.		
E. Operating Conditions			
1)	The vehicle including all subsystems shall remain fully operational in ambient air temperature ranging from 32°F to 105°F.		
2)	The vehicle including all subsystems shall remain fully operational in relative humidity ranging up to 80% (non-condensing).		
3)	The vehicle including all subsystems shall withstand storage at ambient air temperatures ranging from -10°F to 140°F.		
4)	The vehicle including all subsystems shall withstand storage at relative humidity ranging up to 90% (non-condensing).		
5)	The vehicle and all subsystems shall be weather proof.		
6)	The vehicle and all subsystems shall be protected from theft.		

		COMPLY	Explanation of Non-Compliance
F.	Safety		
1)	The vehicle and all installed subsystems shall comply with provisions of OSHA regulation 1910.95 for occupational noise level exposure without hearing protection. While in full operation noise levels for the driver and operator shall never exceed 85 decibels.		
2)	All safety hazards on vehicle shall be appropriately labeled.		
3)	All laser light sources shall be shielded or equipped with safety interlock to prevent excessive exposure to operators and bystanders.		
4)	The Contractor shall supply four sets of safety eyewear to protect operators from exposure to laser devices installed on the vehicle.		
a.	Eyewear shall be recommended by the manufacturer of the laser system.		
b.	Eyewear shall be certified to ANSI Z136.1.		
c.	Eyewear shall fit over prescription eyewear.		
d.	Eyewear shall provide wrap-around protection.		
5)	Fire Extinguishers: 3, eleven pound Halotron I fire extinguishers in quick-release brackets and installed in MoDOT-approved locations.		
6)	Two (2) vertical heavy duty 36 inch fluorescent orange marker guides to mark the limits of sensors mounted on the front of the vehicle		
7)	Audible alarm that sounds when vehicle is backing		
8)	Wired back-up camera		

		COMPLY	Explanation of Non-Compliance
a.	7 inch minimum high resolution monitor		
b.	120° minimum wide angle rear view		
c.	The back-up camera system shall be standalone not affecting any other system.		
9)	Light Bars: Front and Rear, Code 3, LED X 2100 Mini Bar or equal		
a.	Front and rear light bars shall be controlled separately		
b.	Light bars shall not interfere electrically with any subsystem		
c.	Light bars shall not interfere with roadway image collection while on or off.		
2. Vehicle Distance Measurement (Mandatory)			
A.	The vehicle shall be equipped with a Distance Measuring Instrument (DMI) to reference all images, data, and information to the Missouri highway system by Travelway ID number, Log miles, and displacement from the roadway.		
B.	The system shall allow continuous real time viewing of DMI, speed, and selected profile index at 0.02 mile intervals		
C.	The system shall include automated calibration and validation for the DMI.		
1)	Calibration constants shall be computed automatically.		
2)	The operator shall have the option to accept or decline calibration change.		
3)	The system shall include any physical objects needed accomplish the calibration.		
D.	The measured distance shall be accurate to 0.1% for speeds to 60 mph		

		COMPLY	Explanation of Non-Compliance
E.	Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed:		
F.	Testing for acceptance by MoDOT will include the DMI Check Test described in AASHTO R 56-14.		
3. Linear Referencing (Mandatory)			
A.	All collected images, data, and other information shall be referenced to the Missouri highway system by Travelway ID number, Log miles and lane number.		
B.	The data collection menu shall allow the operator to select routes and travel ways from a list.		
C.	The operator shall be able to enter descriptive comments and attach them to collected data files for later retrieval, display, and processing.		
D.	The system shall accept and validate operator key entry to identify the beginning and ending log miles of any continuous highway segment and any (0.001) log mile.		
E.	The system shall prompt the operator either audibly or visually in advance of any uniform log mile being approached.		
F.	The system shall allow continuous recording through divided and undivided sections of a single state highway. Changes in divided and undivided highway designations at these transitions shall occur automatically without operator intervention.		
G.	The system shall allow the operator to simultaneously or independently mark the all data streams with "event marks" for certain highway features such as bridges, railroad crossings, etc.		

	COMPLY	Explanation of Non-Compliance
4. Global Positioning (Mandatory)		
A. The system shall include a Global Positioning System capable of receiving and applying satellite-based or beacon-based real-time differential corrections.		
B. The system shall be able to associate all collected data with latitude, longitude, and elevation		
C. The system shall be POS LV type system with the ability to track for up to 3 minutes without signal		
D. System shall provide accuracy as stated by Offeror (when GPS is available):		
1) latitude accuracy: $\pm$ _____ degrees		
2) longitude accuracy: $\pm$ _____ degrees		
3) elevation accuracy: $\pm$ _____ feet		
E. Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed: Minimum: _____ mph Maximum: _____ mph		
5. Roadway Digital Imaging (Mandatory)		
A. The system shall collect, process, store, and display on the operator's terminal digital images of the roadway using camera(s) activated at regular, operator-defined intervals as the vehicle travels at normal highway speeds.		
B. Right of Way (ROW) camera must be a CMOS camera with resolution of 1920 x 1080.		
C. Camera system shall produce 360 degrees of viewing playback. Ladybug 3 level with 1600x1200 maximum resolution.		

		COMPLY	Explanation of Non-Compliance
D.	Camera shall be identical with power focus, power zoom, and auto iris.		
E.	Camera mounts shall be fixed pan and tilt mount to eliminate calibration/vibration concerns.		
F.	The system shall allow the operator to select distance between images, of at minimum of 4 millimiles or 21.12'. The ability to go smaller than 21.12' is also preferred.		
G.	Images shall be compressed and stored in real time using the standardized Joint Photographic Experts Group (JPEG) compression method.		
H.	The level of image compression shall be operator selectable.		
I.	Images shall be clear and unobstructed views		
J.	Images from the cameras shall be acquired simultaneously.		
K.	Steps shall be taken to minimize effects of the sun light and position on image quality.		
L.	Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed:		
6. Longitudinal Profile and Roughness Measurement (Mandatory)			
A.	The system shall consist of wide footprint IRI laser (Gocator Laser) to create more repeatable measurements.		
B.	The system shall measure and record longitudinal profile continuously between operator-triggered start and end points.		
C.	The system shall meet the Class 1 requirements of ASTM E 950-09 for measuring longitudinal profile.		

	COMPLY	Explanation of Non-Compliance
D. Profile shall be measured independently and simultaneously in the left and right wheel paths using non-contact sensors spaced 66-69 inches apart and centered transversely on the vehicle.		
E. Each non-contact height sensor shall have a resolution of at least 0.001” and sufficient linear measurement range to cover the vehicle suspension motion and variation in pavement elevation.		
F. Each non-contact sensor shall provide a minimum of 100mm scan width oriented at 45° to the direction of travel.		
G. Accelerometers shall be biased to compensate for the acceleration of gravity, shall include anti-alias filtering, and shall fully accommodate the range of vertical motions experienced by the vehicle.		
H. The system shall be capable of measuring profile on pavement with an IRI range of 5 inches per mile to 800 inches per mile.		
I. The system shall have an undistorted response (profile amplitude error of less than 5 percent and location error of less than 17 percent) for all wavelengths between 1.0 and 120 feet over its entire range of operating speeds.		
J. The system shall have a minimum of a 30 percent reduction in profile amplitude for wavelengths shorter than 0.5 feet and longer than 300 feet, and a minimum of a 70% reduction for wavelengths shorter than 0.3 feet and longer than 450 feet.		
K. The system shall measure and store profile elevation data spaced at operator selected intervals as short as 1.0 inches.		

	COMPLY	Explanation of Non-Compliance
L. As the profiles are being measured, the system shall calculate, report, and record the International Roughness Index (IRI) as described in ASTM E 1926 for each wheel path based on a simulated vehicle speed of 80 km/hr. (50 mph).		
M. The system shall store International Roughness Index (IRI) at operator-selectable, preset intervals.		
N. The system shall display summary IRI measurements while traveling at highway speeds to allow the operator to monitor the system's performance.		
O. The system shall have automated calibration and validation procedures, including a bounce test to ensure the measured profile is unaffected by vehicle motion and a block test to ensure profile amplitudes are accurately measured.		
1) Validation test shall be computed automatically.		
2) The operator shall have the option to accept or decline the validation test.		
3) The system shall include any physical objects needed accomplish the validation test.		
P. The Contractor shall provide the equipment necessary for proper calibration. The Contractor shall provide the equipment operator all necessary training.		
Q. Testing for acceptance by MoDOT shall include applicable tests to ensure compliance with AASHTO M 328-14, AASHTO R 56-14, and ASTM E950-09		
R. Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed:		

		COMPLY	Explanation of Non-Compliance
7. Slab Faulting Measurement (Mandatory)			
A.	The system shall independently detect slab faulting, including at skewed joints, in the left and right wheel paths using non-contact sensors.		
B.	The sensors may be the same sensors used to measure longitudinal profile.		
C.	The system shall record the location and height of each fault detected in the left and right wheel paths.		
D.	At operator-defined intervals, the system shall calculate and store average fault height and the number of fault height measurements within operator-defined height ranges in each wheel path.		
E.	The system shall include automated calibration and validation procedures.		
1)	Validation test shall be computed automatically.		
2)	The operator shall have the option to accept or decline the validation test.		
3)	The system shall include any physical objects needed to accomplish the validation test.		
F.	The system shall collect, process, and report slab faulting measurements described for automated survey methods in AASHTO R 36-13.		
G.	The system must successfully locate at least 90% of all faults exceeding 0.1” in height.		
H.	Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed.		
8. Transverse Profile and Rutting Measurement (Mandatory)			
A.	The system shall measure and record the transverse profile of the pavement surface as follows:		
1)	sampling rate: 30 profiles/second minimum		

		COMPLY	Explanation of Non-Compliance
2)	profile spacing: adjustable, operator-controlled, 1.3 meters (4') maximum		
3)	transverse resolution: 4000 points/profile minimum		
4)	transverse field of view: 4 meters (13 feet) minimum		
5)	transverse accuracy: ± 3 mm (0.12 in)		
6)	depth range of operation: 500 mm (20 in)		
7)	depth resolution: 0.5 mm (0.02 in)		
8)	depth accuracy: ± 1 mm (0.04 in)		
B.	The system shall report average rut depths in 0.02 mile sections within ± 0.040 " of values obtained manually per ASTM E1703 -10.		
C.	The accuracy and reliability of the data shall not be adversely affected by paint stripes or other roadway coatings.		
D.	The system shall calculate maximum rut depth in the left and right wheel paths using straightedge and string-line estimation techniques		
E.	The system shall record maximum, minimum, average, and standard deviation rut depth for each wheel path at operator-defined intervals		
F.	The system shall identify road segments with rut depth exceeding user-specified thresholds.		
G.	The system shall incorporate automated calibration and validation procedures, including a straightedge or string line surface test to ensure that the measured rut depth of a flat surface is zero and block tests to ensure that rut depth amplitudes are accurately measured.		
1)	Calibration constants shall be computed automatically.		

		COMPLY	Explanation of Non-Compliance
2)	The operator shall have the option to accept or decline calibration change.		
3)	The system shall include any physical objects needed accomplish the calibration.		
H.	Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed: Minimum: _____ mph Maximum: _____ mph		
9. Automated Crack Detection and Classification or LCM System (Mandatory)			
A.	The system shall acquire continuous black and white intensity images and three-dimensional surface elevations of the pavement surface as follows:		
1)	sampling rate: 5600 profiles/s, minimum		
2)	profile spacing: adjustable, operator-controlled, 5mm (0.19 in) maximum		
3)	transverse resolution: 4096 points/profile		
4)	transverse field-of-view: 4 meters (13 feet) minimum		
5)	transverse accuracy: ± 1 mm (0.04 in)		
6)	depth range of operation: 500 mm (20 in)		
7)	depth resolution: 0.5 mm (0.02 in)		
8)	depth accuracy: ± 0.5 mm (0.04 in)		
B.	The system shall resolve cracks 2 mm (0.08 in) wide from the acquired intensity images and pavement surface elevations.		
C.	The system shall measure and report crack depth, crack width, crack roughness, and crack faulting.		
D.	The system shall acquire and compress data in real time to minimize on-board storage needs.		

	COMPLY	Explanation of Non-Compliance
E. The system shall capture images unaffected by adverse lighting conditions.		
F. Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed: Minimum: _____mph Maximum: _____mph		
G. The system shall include automated calibration and validation procedures for acquisition of intensity images and surface elevations.		
1) Calibration constants shall be computed automatically.		
2) The operator shall have the option to accept or decline calibration change.		
3) The system shall include any physical objects needed accomplish the calibration.		
H. The system shall analyze collected intensity and surface elevation data to detect, classify, and quantify pavement distress		
I. The system may use data supplied by MoDOT identifying the linear-referenced beginnings and endings of roadway sections paved with asphalt concrete and Portland cement concrete to improve distress classification.		
J. The system shall operate in automatic mode to detect, analyze, and report pavement distress type, severity, and extent.		
1) The software shall perform continuous survey providing 100 percent sampling over segments defined referenced to the Missouri highway system by Travelway ID number, Log miles and displacement...		

		COMPLY	Explanation of Non-Compliance
2)	The system shall automatically detect lane markings and determine wheel path location.		
K.	The system shall operate in operator-assisted mode to detect, analyze, and report pavement distress type, severity, and extent.		
1)	The system shall simultaneously display high-resolution intensity images and three-dimensional digital surface profiles of the same road segment.		
2)	The system shall permit the pavement image length to match the interval length of the roadway images selected by the operator.		
L.	The system shall export distress ratings in a format be determined in coordination with MoDOT by use of SQL Server and Oracle programs and be in the file type in one of the following:		
1)	Comma Separated Variables (*.csv)		
2)	dBase (*.dbf)		
3)	Microsoft Access (*.mdb)		
4)	Microsoft Excel (*.xls)		
10. Edge Drop-Off Measurement (Mandatory)			
A.	The system shall measure and record a transverse profile that spans the edge of pavement and extends a minimum of 1 foot from the right edge of the vehicle.		
B.	The system shall use a non-contact sensor.		
C.	The system shall collect, process, display and store edge drop-off data in operator-selected intervals.		
D.	The system shall include automated calibration and validation procedures.		
1)	Calibration constants shall be computed automatically.		

		COMPLY	Explanation of Non-Compliance
2)	The operator shall have the option to accept or decline calibration change.		
3)	The system shall include any physical objects needed to accomplish the calibration.		
E.	Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed: Minimum: _____mph Maximum: _____mph		
F.	The system shall create custom reports measuring and identifying the drop-off from pavement to shoulder within user defined thresholds.		
11. Pavement Texture Measurement (Mandatory)			
A.	The system shall estimate macro texture in the left wheel path using a non-contact sensor.		
B.	At operator-defined intervals, the system shall calculate, report, and store texture as average mean profile depth according to ASTM E1845-09 and as average root-mean-square profile depth.		
C.	The system shall measure macro texture wavelengths over the range of 0.02 to 2.00 inches. State the range of pavement surface texture wavelengths detected. Minimum: _____in. Maximum: _____in.		
D.	Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed: Minimum: _____mph Maximum: _____mph		
12. Roadway Geometry Measurement (Mandatory)			
A.	The system shall measure the horizontal curvature of the lane driven by the vehicle.		

	COMPLY	Explanation of Non-Compliance
1) horizontal curvature accuracy: _____degrees		
B. The system shall measure the vertical curvature of the lane driven by the vehicle.		
1) vertical curvature accuracy: _____degrees		
C. The system shall measure cross-slope of the lane driven by the vehicle.		
1) cross-slope accuracy: _____degrees		
D. The system shall measure the grade of the lane driven by the vehicle.		
1) grade state accuracy:_____%		
E. Vehicle speed shall range to 60 mph without affecting subsystem integrity and measurement quality. State minimum and maximum highway speeds allowed: Minimum: _____mph Maximum: _____mph		
13. Onboard Computer System (Mandatory)		
A. The system shall include computers and software with adequate speed, capacity, and power to control onboard data acquisition subsystems at speeds up to 60 mph. State minimum and maximum highway speeds allowed: Minimum: _____mph Maximum: _____mph		
B. The system shall include keyboards and monitors for the operator in the front passenger seat and in the rear work station of the vehicle.		
C. The system shall be fully operable by a single operator located at either position—in the front passenger seat or in the rear work station of the vehicle.		

		COMPLY	Explanation of Non-Compliance
D.	The system shall monitor all measurement and imaging subsystems, display their operational status, and report malfunctions and out-of-range measurement errors in real time.		
E.	The system shall include diagnostics for each installed measurement and imaging subsystem.		
F.	The system shall provide a function simulating vehicle travel to support subsystem diagnostics.		
G.	The system shall be remotely operable by the Contractor to support system diagnostics.		
H.	The system shall be remotely accessible by (WIFI) for diagnostics and troubleshooting of data collection vehicle.		
I.	The system shall allow inoperable subsystems to be disabled so data collection can continue with operable subsystems.		
J.	The system shall be constructed so all data sets are stored in one SQL Server database for data management and only therefore only need to be loaded once		
K.	The system shall be able to graphically and textually display raw and processed measurements and images from any subsystem in real time.		
L.	The system shall display vehicle positions by linear referencing and global positioning, textually and by map:		
	1) current vehicle position		
	2) data collection starting and ending points		
M.	The system shall include multiple external removable hard drives to be used for transfer of at least 2,000 miles of data from the vehicle to an office-based workstation.		

		COMPLY	Explanation of Non-Compliance
N.	The system shall simultaneously store all acquired images and sensor data on dual redundant external removable hard drives in the event of a drive failure the data will not be lost.		
O.	The system shall preclude the overwriting of data files and provide a warning when storage is approaching maximum capacity.		
P.	The system shall be able to recover data saved on internal hard drives in the event of power failure.		
Q.	The system shall provide efficient file management functions including copy, backup, erase, and export.		
R.	The system shall generate reports summarizing data collection activity over operator-specified date ranges.		
S.	The system shall display a statewide map identifying where data collection has and has not been accomplished.		
T.	Export ERD to file type usable by ProVal and have the ability to set any point along line to set any point to zero.		
14. Dedicated Workstation Software (Mandatory)			
A.	The Contractor shall supply dedicated workstation software for processing all images and data acquired by the mobile equipment, to be installed on workstation(s) supplied by MoDOT,		
B.	The Offeror's proposal shall supply complete hardware and software specifications for workstation(s) to be purchased by MoDOT.		
C.	In addition to general purpose viewing, the software shall provide for user viewing of images, data, and information on ordinary networked and stand-alone MoDOT workstations with concurrent licensing for pavement distress analysis by a minimum of ten users throughout the MoDOT.		

		COMPLY	Explanation of Non-Compliance
D.	For the user viewing the images, reversing directions on divided roadways shall respond the same as reversing directions on undivided highways; e.g., if the user is observing images along west bound I-70 and elects to reverse viewing directions, the system shall present images along west bound I-70 starting from the point of reversal.		
E.	The workstation software shall include all of the following features:		
F.	The software including bug fixes or new operating software to improve, fix or maintain said software shall be updated for the life of the vehicle free of charge. MoDOT reserves the right to “opt out” of any software update if it shall disrupt or change any workflows developed by MoDOT.		
1)	Display all raw and processed measurements and images in tabular and graphical format		
2)	Depict all measurements and images on maps of Missouri highways		
3)	Ability to zoom in on roadway and right of way features in images		
4)	Ability to identify roadway assets and measure their location and dimensions		
5)	Use of digital images without degradation of the images		
6)	Play digitized images forward and backward		
7)	Synchronize measurements and digital images to display at the same highway location		
8)	Display the location of measurements and images by frame number, database record, travelway ID , log mile, displacement, lane, direction, latitude, and longitude		

		COMPLY	Explanation of Non-Compliance
9)	Select road segments by pointing and clicking on a map of Missouri, by travelway ID, log mile and displacement, and by latitude and longitude		
10)	Navigate road segments by “turning” at intersections		
11)	Provide user-definable query and filtering functions		
12)	Allow user-configurable windows for processing and viewing measurements and images		
13)	Manage storage of measurement and image data on MoDOT database servers		
14)	System shall allow user to configure reports of data and images.		
15)	Process and export measurement data to MoDOT information systems		
16)	Export measurement data to geographic data sets		
17)	Import and display other geographical data sets		
18)	Print or save selected images		
19)	An online user’s manual and a help section to assist the viewer in using the software.		
15. Web Viewing Software not needed			
16. Delivery			
A.	All deliveries shall be F.O.B. to: Missouri Department of Transportation 830 MoDOT Drive Jefferson City, MO 65109		
B.	The Contractor shall deliver the vehicle and all installed subsystems within 90 days after receipt of order.		
1)	The Contractor shall provide a minimum one week advance delivery notice		

		COMPLY	Explanation of Non-Compliance
2)	The Contractor shall present the following upon delivery of the vehicle:		
a.	The vehicle, including all subsystems, in a ready-for-use, fully fueled and fully operational condition.		
b.	Certified weight slips for the vehicle delivered documenting compliance with the vehicle manufacturer's ratings.		
c.	Original documentation of certification according to AASHTO R 56-14		
d.	Two sets and an electronic copy of operator, calibration, service, repair, parts, and procedure manuals and schematics and wiring diagrams for the vehicle including the APU and all other subsystems.		
3)	The vehicle shall have driven no more than 3000 miles prior to delivery.		
4)	The Contractor shall provide a minimum one week advance delivery notice.		
5)	The Contractor shall supply two copies of operator and user manuals upon installation of workstation software.		
6)	The Contractor shall supply updated documentation for all measurement, detection, estimation, and filtering algorithms and for the format of all image and data files.		
7)	They Contractor shall supply comprehensive, updated calculations of computer memory storage requirements per lane mile for the vehicle delivered.		

	COMPLY	Explanation of Non-Compliance
17. Technical Standards The vehicle and all subsystems shall conform to the following standards.		
A. AASHTO MP 328-14 “Standard Equipment Specification for Inertial Profiler”		
B. AASHTO R 36-132 “Standard Practice for Evaluating Faulting of Concrete Pavements”		
C. AASHTO R 56-14 “Standard Practice for Certification of Inertial Profiling Systems”		
D. ASTM E950-09 “Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference”		
E. ASTM E1703-10 “Standard Test Method for Measuring Rut-Depth of Pavement Surfaces Using a Straightedge”		
F. ASTM E1845-09 “Standard Practice for Calculating Pavement Macro Texture Mean Profile Depth”		
G. OSHA 1910.95 “Occupational Noise Exposure”		
18. Units of Measurement		
A. All systems shall use U.S. customary units with an option to use SI units (metric).		
19. Training		
A. The Contractor shall provide at least 10 days of on-site training by qualified and technically knowledgeable personnel at a MoDOT-selected location. Unless mutually agreed upon shorter period is needed		
B. Training shall thoroughly address operation, maintenance, trouble-shooting, and calibration of all vehicle subsystems.		
C. Training shall thoroughly address operation of the dedicated workstation software and the web-based viewing software.		

		COMPLY	Explanation of Non-Compliance
D.	The Contractor shall supply printed manuals to each trainee.		
E.	The Contractor shall permit MoDOT to record the training sessions for subsequent training purposes.		
20. Workmanship and Materials			
A.	All equipment, parts, and materials shall be new and unused current production models.		
B.	All equipment shall be fit for the intended purpose.		
C.	All equipment shall be free from defects in design, materials, and workmanship.		
D.	Design and installation shall provide ease of calibration, maintenance, repair, and serviceability.		
E.	Design considerations shall include safety and ergonomics.		
F.	All equipment and installation shall comply with all applicable regulations.		
G.	All Contractor work shall be performed by qualified personnel in accordance with the highest professional standards and according to the recommended practices of the equipment manufacturers.		
H.	Workmanship and parts installation shall not adversely affect warranty coverage of vehicle or system components.		
I.	Installation shall preclude electromagnetic interference (EMI) and shielding shall be installed if necessary.		

	COMPLY	Explanation of Non-Compliance
21. Technical Support, Warranty, and Annual Service Agreements		
A. The Contractor shall provide two years of full warranty, beginning upon final acceptance by MoDOT, for all hardware and software supplied by Contractor, including:		
1) 100% of parts, labor, service, travel		
2) Software updates		
3) Technical support including response to technical questions, advice concerning system additions and enhancements, and assistance in evaluating system changes.		
4) Unlimited technical support via email, fax, and telephone during the work week between the hours of 9:00 am and 5:00 pm, Central time.		
5) Fifty (50) hours per year of incidental programming to enhance or customize software.		
B. Warranty and any annual service contract parts and workmanship shall be of the same or better quality as the original contractor-installed equipment		
C. During the warranty and any annual service contract, the Contractor shall commence physical repair within forty-eight hours of being notified of the situation.		
D. The requirement for a minimum of two years coverage shall not limit the warranty coverage provided by any component manufacturer in excess of two years.		
E. The Offeror shall identify the name(s) and qualifications of the individual(s) assigned to carry out this support.		

	COMPLY	Explanation of Non-Compliance
F. The Contractor shall provide an option for annual service contract renewals beyond the initial two year warranty for the vehicle, all subsystems and the dedicated workstation software.		
G. The Contractor shall not be responsible for warranty of computers and computer components provided by MoDOT.		

A response to the following questions pertaining to data capacity and speed is required and is to be entered in the space provided or an additional attachment may be included. Failure to comply with the specification may result in bid rejection.

DATA CAPACITY & SPEED QUESTIONS:

ANSWERS:

22. Collected Data The collected data must be capable of being incorporated into MoDOT's existing Transportation Management System database. 1) Provide storage space requirements on a per mile or miles per terabyte basis with the required mandatory components as listed in the Technical Specifications. 2) Provide upload or transfer speeds from the van to dedicated workstation on a per mile or per terabyte basis. 3) Provide speeds in which Automated Crack Detection on a per mile or per terabyte basis occurs.	
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23. List of Major Components

Offeror shall provide information describing each of the listed features detailing the major components involved. If the manufacturer's warranty on any of these components exceeds the required two years, describe coverage and additional length of warranty. Offeror may use additional pages if necessary.

MAKE/MODEL OF FULL SIZE HIGH ROOF CARGO VAN: _____

DISTANCE MEASURING INSTRUMENT (DMI) MODEL/DESCRIPTION: _____

GLOBAL POSITIONING SYSTEM MODEL/DESCRIPTION: _____

ROADWAY DIGITAL IMAGING MODEL/DESCRIPTION: _____

LONGITUDINAL PROFILE AND ROUGHNESS MEASUREMENT SYSTEM

MODEL/DESCRIPTION: _____

SLAB FAULTING MEASUREMENT SYSTEM MODEL/DESCRIPTION: _____

TRANSVERSE PROFILE AND RUTTING MEASUREMENT
MODEL/DESCRIPTION: _____

AUTOMATED CRACK DETECTION AND CLASSIFICATION OR LCM SYSTEM
MODEL/DESCRIPTION: _____

EDGE DROP-OFF MEASUREMENT MODEL/DESCRIPTION: _____

PAVEMENT TEXTURE MEASUREMENT MODEL/DESCRIPTION: _____

ROADWAY GEOMETRY MEASUREMENT MODEL/DESCRIPTION: _____

ONBOARD COMPUTER SYSTEM MODEL/DESCRIPTION: _____

DEDICATED WORKSTATION SOFTWARE BRAND/DESCRIPTION: _____

SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) Required Elements of Proposal: Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror's proposal must be divided into sections corresponding to the list of elements described below.

1. Industry Experience: With regard to documenting its industry experience, the Offeror must provide information related to previous and current contractual relationships for the last three years that are considered identical or similar in scope to the one anticipated to result between MHTC and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:

- A.** Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.
- B.** Contract dates.
- C.** A brief, written description of the specific products provided.
- D.** List of any pending legal action(s) involving your firm that could directly or indirectly impact the products provided to MHTC.

2. Proposed Method of Performance: Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts and plans of proposed action as well as the timeline for completion of proposed action.

A. Method: By reading the proposal, MHTC must be able to gain a comfortable grasp of the vehicle(s) to be provided and the method proposed by the Offeror to provide them. A detailed explanation should be included to understand how the vehicles comply with the requirements of this RFP.

B. Performance Timeline/Milestones: In order to show feasibility, a timetable setting forth appropriate milestones shall be included in Offeror's proposal, with sufficient detail explaining how Offeror will meet those timelines/milestones.

3. Proposed Pricing: Offerors must complete **SECTION 6: PRICING PAGE** of this RFP as specifically directed therein.

(B) Submission of Proposals: Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. The MHTC may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the MHTC in accordance with the terms and conditions contained therein.

1. Proposal Format: The Offeror's submittal must include one (1) original hardcopy document. One (1) electronic copy of the proposal is desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

2. Signatures: Any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

3. Pricing: The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for providing the products listed in this RFP at the prices listed on **SECTION 6: PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal. For purposes of awarding points for pricing, it is *anticipated* that MHTC will purchase a second van during the contract period. The pricing provided for the second van will also apply to any subsequent vans that may be purchased during the contract period. The following criteria will be used to determine the evaluation of pricing:

PRICE OF INITIAL VAN/EQUIPMENT (1ST):

Lowest Responsive Price

----- X 12 = Points Awarded to Offeror Being Evaluated

Price of Offeror Being Evaluated

PRICE OF 2nd VAN/EQUIPMENT:

Lowest Responsive Price

----- X 8 = Points Awarded to Offeror Being Evaluated
Price of Offeror Being Evaluated

A. MHTC shall not make any payment to the successful Offeror in advance of the products provided by the successful Offeror.

B. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

4. Proposal Life: The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5. Submission of All Information Required: The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

6. Public Inspection: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

7. **Clarification of Requirements:** It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

A. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (E) Schedule of Events**.

B. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

8. **Official Position of MHTC:** Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

SECTION 4: EVALUATION FACTORS AND PROCESS:

(A) **Evaluation Factors:** The following factors shall be considered in the evaluation of the proposals:

1. **Evaluation Criteria:** Any agreement for Automated Data Collection Vehicles resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Evaluation Points
Industry Experience	20 Points
Proposed Method of Performance	60 Points
Proposed Pricing	20 Points

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as

applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

3. Responsibility to Submit Information: Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(B) Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION 5: TERMS AND CONDITIONS

(A) Agreement Components: The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

(B) MHTC's Representative: MoDOT's Transportation Planning Director is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

(C) Assignment: The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

(D) Amendments: Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Successful Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Successful Offeror and Commission, respectively.

(E) Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the manufacture of the products; all questions which may arise as to the interpretation of the services under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be provided by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

(F) Successors and Assigns: The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

(G) Sole Beneficiary: The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

(H) Cancellation of Resulting Agreement: MHTC may cancel the Resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

(I) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

(J) Status as Independent Contractor: The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

(K) Subcontractor: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

(L) MBE/WBE Participation Encouraged:

1. Affirmative Action Program: Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

2. Minority Participation Encouraged: Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs (i.e. 10% MBE and 5% WBE participation).

3. Offeror's Responsibility Unconditional: Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these products.

(M) Nondiscrimination: The Offerors shall comply with all state and federal statutes applicable to the Offerors relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(N) Executive Order: The Offerors shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. Offeror's Certification: By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

2. Failure to Comply: In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to reject the Offeror's proposal or, as applicable, impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3. Incorporation of Provisions: The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(O) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

1. Enrollment in Federal Work Authorization Program: By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (**MOU**). For Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as **Exhibit 1**.

(P) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as

otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as **Exhibit 2**.

(Q) Requirements to do Business in Missouri: Out-of-state Offerors must comply with the following requirements to do business in Missouri:

1. Registration with Secretary of State: The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

2. Transient Employer Certificate: All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

(R) Law of Missouri to Govern: This RFP and the Resulting Agreement shall be construed according to the laws of the State of Missouri. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Agreement.

(S) Venue: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(T) Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

(U) Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offerors shall notify MHTC immediately of any request for such information.

(V) Prohibition Against Kickbacks and Gratuities/Nonsolicitation: Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the

Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

(W) Conflict of Interest: Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the products/services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

(X) Audit of Records: The successful Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement. MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(Y) Indemnification: Each Offeror shall defend, indemnify, and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

(Z) Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers' compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

1. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

2. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

3. Missouri State Workmen's Compensation: Policy or equivalent coverage in accordance with state law.

(AA) Section Headings: All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

(BB) Severability: If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(CC) No Adverse Inference: This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

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**SECTION 6:
PRICING PAGE
RFP 6-160406TV**

The Offeror shall provide a guaranteed, not-to-exceed total price for the procurement of the initial (first) Automated Data Collection Vehicle and a guaranteed, not-to-exceed total price for any and all subsequent Automated Data Collection Vehicles. All costs associated with providing the required product shall be included in the stated guaranteed, not-to-exceed prices.

**PRICE OF INITIAL FULL SIZE HIGH ROOF
CARGO VAN EQUIPPED AS SPECIFIED:** \$ _____

**PRICE OF ALL SUBSEQUENT FULL SIZE HIGH
ROOF CARGO VANS EQUIPPED AS SPECIFIED:** \$ _____

Delivery will be made _____ days after receipt of order.

EXTENDED WARRANTY: Describe any available extended warranty coverage that you may offer and describe what is covered and the cost of such coverage:

Company Name

Authorized Signature

Date

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

EXHIBIT 2

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

owner or partner business name

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: