

CCO Form: GS
Approved: 2/15 (AR)

**REQUEST FOR PROPOSALS
FOR
ROAD WEATHER INFORMATION SYSTEM
RFP # 6-15117LT**

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LIST OF ACRONYMS

AC	Alternating Current
ACI	American Concrete Institute
COTS	Commercial-Off-the-Shelf
CPU	Central Processing Unit
DASD	Direct Access Storage Device
DMS	Dynamic Message Sign
EB	Eastbound
ESS	Environmental Sensor Station
ISO	International Organization for Standardization
ITS	Intelligent Transportation Systems
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
NB	Northbound
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NTCIP	National Transportation Communications for ITS proposal
OSI	Open Systems Interconnect
PPP	Point-to-Point Protocol
RFP	Request for Proposals
RPU	Remote Processing Unit
RWIS	Road Weather Information System
SB	Southbound
SNMP	Simple Network Management Protocol
TCP/IP	Transmission Control Protocol/Internet Protocol
UI	User Interface
USI	Universal Serial Interface
VAC	Volts Alternating Current
WB	Westbound
XML	Extensible Markup Language

ATTACHMENTS

- Attachment 1:** Current RWIS Location and Equipment Details
- Attachment 2:** Annual Wage Order Number 22

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described 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 2:00 PM, Central Time, on November 17, 2015**, at the office of the RFP Buyer of Record:

Lori Tackett
General Services Specialist
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: Lori.Tackett@modot.mo.gov

All documents must be sealed and should be clearly marked “**RFP 6-151117LT Road Weather Information System**”.

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 a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees 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 Offerors to provide a Road Weather Information System (RWIS) maintenance, repair, data collection and reporting as well as provide system expansion upon request to MHTC/MoDOT as set forth in this RFP.

(B) Background: MHTC is seeking an Offeror who can provide existing RWIS system maintenance and repair, data collection and reporting as well as provide system expansion upon request. It is the intent of this RFP to have the successful Offeror enter into an Agreement with MHTC (hereinafter “**Resulting Agreement**”), to supply a fully operational RWIS to MHTC/MoDOT 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 with the Central Office facility.

(C) Contract Period: The Contract Period for the performance of the services described in this RFP is from the date of the fully executed Resulting Agreement through one year. The successful Offeror shall perform any and all the services 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 PAGES** of this RFP.

(D) Renewals/Extensions: The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If any of the options are exercised, each extension must be accomplished by a formal contract amendment approved and signed by representatives of the Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively, wherein the successful Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods’ pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, and not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the successful Offeror’s renewal amounts.

(E) 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
October 22, 2015	Issue RFP and Advertise intent to solicit proposals.
October 29, 2015	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
November 3, 2015	Issuance of Amendment with resolution of any questions submitted.
November 17, 2015	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

SECTION 2: SCOPE OF WORK AND SPECIFIC SERVICES

(A) Scope of Work: The successful Offeror agrees to provide to MHTC the following services:

The Offeror shall provide existing RWIS system maintenance, repair, data collection and reporting as well as provide system expansion upon request. MoDOT currently collects data from thirty-five (35) Environmental Sensor Stations (ESS) throughout the state. Any software proposed as part of this request shall communicate with and report all data collected at the existing sites as well as requested expanded sites. A detailed list of existing instrumentation can be found on **Attachment 1**. Current and future ESS shall be specifically designed for monitoring, recording and displaying RWIS data such as pavement surface temperature, rate and type of precipitation, subsurface temperature, atmospheric temperature, wind speed, wind direction, relative humidity and other weather conditions.

(B) General Requirements:

1. The Offeror must have been in business for this specific technology for at least two (2) years prior to proposal due date.

2. The successful Offeror must meet with MoDOT staff on-site at a MoDOT location, to be determined by MoDOT, at least once a year in order to review the contract and system performance.

3. The Offeror shall provide a toll-free customer service support phone contact that is available 24/7, year round.

4. All work performed under this contract whether it is preventative maintenance, repair or system expansion shall be performed between the hours of 8:00 a.m. to 5:00 p.m. Central Time unless otherwise agreed to by MoDOT and Offeror. Peak traffic hours shall be avoided.

5. Work zone traffic control, lane closures, and bucket/lift truck services are the responsibility of the Offeror unless MoDOT elects to provide such services for preventative maintenance, repair or system expansion, and will be scheduled at a mutually agreeable time

with the Offeror. A price deduction should be included in the “Mandatory Pricing” table for MoDOT Provided Traffic Control.

6. MoDOT provides RWIS Alternating Current (AC) power and communication to the specific and immediate location of the Remote Processing Unit (RPU) cabinet.

7. The Offeror shall acknowledge and agree that MoDOT retains all right, title and interest in and to all data, documentation and copies thereof furnished hereunder or created as a result of the contract including all copyright and other proprietary rights therein. MoDOT may utilize licensed software, embedded software, or customized software provided for any purpose and at any time without compensation to the Offeror other than as specifically provided herein. No such equipment, licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

8. Third party hardware and software licenses and warranties will be provided to MoDOT for any hardware and software obtained from third party sources.

9. Any new equipment, installed by the Offeror, including but not limited to software, sensors, instruments, and equipment installed shall be covered by warranty for one (1) year from system installation whether by system expansion or repair. The Offeror must ensure all warranties remain valid. To achieve this, the Offeror shall perform all maintenance specified by the manufacturer within the periods specified by the manufacturer for all equipment. During the warranty period the Offeror shall replace all defective equipment covered by warranty at no additional expense to MoDOT.

10. Invoices shall be sent to the MoDOT address designated on the purchase order. Preventative maintenance invoices shall list the site location, type of site, and the time period for which maintenance was provided. Payments shall be made in arrears.

(C) MoDOT Owned System Preventative Maintenance: The Offeror shall be responsible for providing preventative maintenance and data integration for the thirty-five (35) existing sites as part of the awarded contract. The requirements of this section shall also apply to any sites added by the successful Offeror upon expiration of the applicable warranties and throughout any contract renewals. Preventive maintenance shall be completed July 1, through October 15 annually (or more often) according to each equipment manufacturer’s recommendations in order to keep the system in a proper safe and efficient operating condition.

1. The department characterizes existing ESS as one of two RWIS sensor configurations, a local system and a regional system, as defined as follows, and noted in **Attachment 1:**

A. Local Systems: These systems generally consist of a thermometer, pavement sensor and subsurface temperature probe. An existing structure is generally used for mounting and these sites are not easily expandable. Occasionally these sites may include a hygrometer or barometer. Each function is described below:

- Thermometer – gathers Air Temperature.
- Pavement Sensor – gathers Pavement Temperature, Pavement Freeze Point Temperature, Pavement Condition, and Pavement Chemical Concentration.

- Subsurface Temperature Probe – gathers Sub-soil Temperature.
- Hygrometer – gathers water vapor (dewpoint & relative humidity).
- Barometer – gathers atmospheric pressure data.

B. Regional Systems: These systems may include all items in a Local System as well as a wind speed/direction sensor which gathers wind speed/direction data and/or a precipitation sensor which gathers precipitation occurrence, type, intensity and accumulation. An RWIS tower is utilized for RPU and sensor mounting. These sites are easily expandable and fully functional.

2. The Offeror will perform preventative maintenance on all system equipment. This may include but not be limited to assessment, testing, calibration, cleaning, lubrication and inspection at periodic intervals agreed to by MoDOT. Preventative maintenance intervals shall be based upon the particular service required to maintain each individual item of the RWIS and embedded software to the operational and manufacturers required standards. Equipment requiring preventative maintenance includes but is not limited to all atmospheric and pavement sensors, RPUs, controllers, and communication equipment.

3. Preventative maintenance services shall include, labor, travel, materials, supplies, parts, equipment, traffic control and all other items necessary to complete the services described in this section. A schedule of preventive maintenance activities and a description of preventive maintenance procedures shall be submitted to the MoDOT Representative for approval prior to final acceptance.

4. The Offeror will verify every month that the entire system is operating correctly. The Offeror shall verify that the system responds with a warning at the Central Computer when any of the alert or alarm parameters are exceeded, and that all precipitation, visibility detectors, communications equipment, field control devices as well as all other system components including the Central Computer are functioning properly. Notification and paging capabilities will also be verified.

5. The Offeror will comply with preventative maintenance reporting requirements.

(D) MoDOT Owned System Repair: The Offeror shall be responsible for providing complete system repair on an as needed basis. The Offeror shall repair or replace any part or parts of the system that become unsuitable for continued use or are deemed to be unreliable or have a decrease or deficiency in accuracy.

1. The Offeror shall provide technical assistance and will remedy any failure, malfunction, defect or non-conformity exhibited by the RWIS system. Offeror shall respond and render continuous effort to any request for service due to failure, malfunction, defect or non-conformity by telephone if possible or by a qualified and knowledgeable representative via an on-site visit.

2. Work performed may be generated by failures caused by acts of God, other construction activities, or other special requests from MoDOT. Upon notice by MoDOT or Offeror of an identified system failure, Offeror shall perform a field assessment of the problem and prepare a corrective action plan to include all associated repair costs for submission to the

MoDOT representative via email or facsimile. The assessment shall also include a description, nature and/or cause of the system damage and/or failure. At the discretion of the MoDOT representative, further investigation may occur. Upon approval by MoDOT, repairs must be performed within the time frames identified in Section D.3. below.

A. Should the Offeror perform a system repair and within five (5) days the same fault is reported on the same piece of equipment, then it is the Offeror's responsibility to make the second and any subsequent repairs at no cost to MoDOT. Should a particular device persist in its failures then upon MoDOT's instruction such device can be removed from the list of items to be maintained. The Offeror may petition MoDOT to replace such devices.

3. The Offeror must respond on-site to service non-functioning components that impact the operational capability of any part of the system. Response time requirements vary by season. The "winter" season is defined as October 15 through April 15 of each year. The "off season" is defined as April 16 through October 14 of each year. Offeror response times for each season are shown below:

A. In winter season, the Offeror must respond on-site within 48 hours of system failure discovery, unless MoDOT Representative authorizes a longer response time due to inclement weather conditions.

B. In off season, the Offeror must respond on-site within five (5) days.

C. If the Offeror does not respond within the time frames required, MoDOT may deduct \$200 per day for each malfunction not responded to in time as a late delivery liquidated damage.

(E) System Expansion: MoDOT may request expansion of the existing system which would require the installation of additional ESS sites. Authorization of any additional expansion will be issued via a Notice to Proceed or purchase order issuance. Equipment offered must be in compliance with any other specifications outlined in this RFP in relation to performance, compatibility, data collection and monitoring. Any system expansion shall also be in accordance with the following requirements:

1. The weather stations shall be installed in accordance with the MoDOT Standard Specifications, the National Electrical Code (NEC), any applicable state regulations, and manufacturer's documents. The installed RWIS shall fully meet the specifications contained in this document. All equipment to be furnished for this project shall be new, state of the art and of current manufacture at the time of purchase.

2. All new RWIS software and field devices shall provide full compliance with the latest ESS portion of the National Transportation Communications for Intelligent Transportation Systems (ITS) Protocol (NTCIP-ESS) Standards.

3. All new RWIS field devices shall communicate with the existing RWIS sites as well as future sites installed by the successful Offeror.

4. The Offeror shall install the new sensors and equipment in accordance with the manufacturer's recommendations and by MoDOT's approval at the locations selected.

All elements of RWIS installations, including electrical and telephone service, shall comply with the NEC, MoDOT Standard Specifications, and any applicable state and local regulations. The Offeror shall field inspect each RWIS site to determine the site specifics that might affect their cost estimate. A site plan for each installation shall be submitted to the MoDOT and approved prior to construction beginning. Site plans shall show the installation site in sufficient detail to locate each component and cable of the installation. The plans shall be drawn on 11"x17" paper in appropriate scale. As-built plans will be required if there is a significant difference between the plan and the final construction. The installation will assure as best as possible that the site will provide accurate information for the intended purpose, for instance, tower mounted wind instruments should not be blocked by trees or topography. RPU's, towers, and service cabinets shall be located outside the clear zone, 30-50 feet from the edge of the roadway, or be protected by guardrail. The ESSs must be installed within 150 feet of the Dynamic Message Sign (DMS) and placed behind the DMS so as not to obstruct the visibility of the sign.

5. The tower assembly, if constructed, shall be a three-sided truss type aluminum tower with a fold over feature for ease of maintenance. The total height of the tower shall be as recommended by the RWIS equipment manufacturer but in no case shall it be less than 30 feet. The tower and equipment shall be attached to each other and to the foundation with stainless steel nuts, bolts and washers. Each sensor will have quick-disconnects at the top and bottom of the tower for ease of maintenance. Each tower shall be supplied with transient lightning protection (grounding rods).

A. With all specified equipment in place, the tower and foundation shall be designed to withstand winds of 85 mph with a 1.5 gust factor. The design of the tower and foundation shall be submitted to the MoDOT for approval prior to beginning construction.

B. The top of the tower foundation, if constructed, shall extend a minimum of 2 inches above ground level. A steel reinforced concrete service pad shall also be provided and shall extend outward on the cabinet door side of the tower. The minimum dimensions of the service pad shall be 3 feet wide by 4 feet long by 4 inches thick.

6. If a tower is not required for manufacturer's weather sensors, the Offeror shall submit alternate plans with the proposal for mounting the weather sensors as required by manufacturer's specifications.

7. If MoDOT provides traffic control, installation days shall be consecutive working days and will be approved by MoDOT during the pre-construction/implementation planning.

8. The Offeror shall contact the Missouri One Call System (1-800-DIG-RITE), or online at www.mo1call.com, at least three (3) but not more than ten (10) working days prior to commencing any excavation. The installer shall notify the Missouri One Call System by telephone of the planned excavation and progress schedule.

9. Power and communication lines will be accessible in the DMS, camera, traffic counter or signal cabinets. The power is 110 Volts Alternating Current (VAC) and the communication is a cellular data modem. The Offeror shall be responsible for power and communication line installation from the cabinets to the weather sensor equipment. The communication and power connections shall be direct buried in separate trenches and shall occupy separate conduits in the tower foundations. For the purposes of this RFP, the tower should be within 150 feet of the RPU.

10. All conduits shall be either rigid metallic or rigid non-metallic conduits and shall meet the MoDOT Standard Specifications. Ends of metallic conduit shall be reamed after threads are cut. Other conduit shall be reamed as necessary. All ends shall be cut square and shall butt solidly in the joints to form a smooth raceway for cables. Conduit joints shall be made in such a manner so as to form a watertight seal. Bushings shall be installed in conduit where necessary for protection of the conductors.

11. When wire or cable is brought up into the base of a foundation, sufficient slack shall be left to enable the connections to be made outside the foundation.

12. Cables in conduits shall be carefully pulled into place using methods in conformance with standard industry practice and the cable manufacturer's recommendations. Powdered soapstone, talc, or other approved inert cable lubricant shall be used in placing conductors in conduit. Conductors shall be handled and installed in such a manner as to prevent kinks, bends or other distortion, which could cause damage to the conductor or outer covering. All wires and cables within a single conduit shall be pulled at the same time. When cables are pulled through hand holes, in pole shafts, etc., a pad of firm rubber or other suitable material shall be placed between the cable and the edges of the opening to prevent cable damage. Cable, entrances into panels and conduit outlets shall be sealed from moisture, insects, rodents and foreign material with a sealing compound manufactured for this application. The supporting towers shall be plumb and erected as recommended by the manufacturer and approved by the MoDOT Representative. Erection shall be accomplished carefully to preclude marring the finish or other damaging the support. The support shall be grounded with driven ground rods. Double nuts shall be supplied with each anchor bolt to plumb the structure. The grounding conductor shall be continuous and shall be connected to the ground system at all supporting structures and to each grounding conductor in a multi-conductor cable assembly. All connections shall be made in accordance with the manufacturer's specifications. Grounding splices shall not be insulated. Single ground rods shall be driven vertically until the top of the rod is at least 12" below the finished ground. A length of #6 base copper, seven-stranded wire shall be attached to the ground rod with suitable ground rod clamps and connected to the grounding system.

13. Metal raceways, metal enclosures of electrical devices, lighting fixtures, panel boards, neutrals, and other non-current metallic parts of equipment shall be securely grounded.

14. Conduits in foundations shall extend a minimum of 2' outside the foundation, be accurately placed, oriented in the proper direction to accommodate service and communications cable, and securely held to avoid displacement.

15. Concrete for pole foundations and pads shall conform to the requirements of the MoDOT Standard Specifications for concrete.

16. Reinforcing steel shall be Grade 60 deformed steel reinforcement bars conforming to the requirements of MoDOT Standard Specifications. Installation shall be in accordance with American Concrete Institute (ACI) 301 Standard Specifications for structural concrete for buildings.

17. The Offeror shall reshape, and seed with mulch or sod, areas disturbed during the performance of work. The costs incurred in reseeding, resodding, and other restoring

the areas to their original condition will not be paid for directly, but shall be included in the contract price for other items.

18. Should any cutting of paving, sidewalks, curb and gutters, paved shoulders, fences, etc. be required for proper installation of electrical work, such cutting and restoring of the site to its original condition shall be done by the Offeror in a manner acceptable to the MoDOT Representative. The costs incurred for cutting and restoring will not be paid for directly, but shall be included in the Contract Price bid for other items.

19. One (1) Technical Service and Equipment Specification manual shall be furnished for each site installed. The manuals shall be current and include and accurately describe service calibration and testing procedures with module descriptions, circuit diagrams, and detailed electronic and electrical schematics. A schematic for the computer system integration with a complete parts list and parts layout, equipment cabinet layout drawing (indicating the placement of all equipment and cabling) shall be provided. Also included shall be replacement parts lists, installation procedures, mechanical details, and termination points for the equipment exactly as furnished. This shall include any equipment that is purchased from other manufacturers

20. Within thirty (30) calendar days of the Notice to Proceed or purchase order issuance, the Offeror shall submit the following:

- A.** A written description of their proposed work schedule,
- B.** Shop drawings for all structural elements and attachments including, but not limited to, support tower and foundations,
- C.** Required interface protocols for all devices and equipment, and
- D.** All available equipment documentation and manuals. This shall include five (5) sets of complete schematics, operating manuals, and maintenance manuals for each device/equipment type. The maintenance manuals shall include complete sub-component parts listing and diagnostics procedures. This documentation is required for the following equipment:
 - RWIS RPU, if required
 - Pavement surface sensor
 - Subsurface temperature probe
 - Air temperature/relative humidity
 - Wind speed/wind direction
 - Precipitation sensor
 - Visibility sensor
 - Equipment cabinets
- E.** Upon completion of any system expansion, the Offeror shall commission the system by performing final hookup, top to bottom system check, sensor alignment and calibration, software installation and successful operational performance testing.

(F) Software and Hardware Requirements: The requirements of this section apply to the existing RWIS system as well as any system expansion requested throughout the life of the resulting agreement. The primary function of the desired application is to collect the data gathered from MoDOT owned RWIS stations. The software application must communicate with

the current infrastructure equipment and be compatible with mobile RWIS equipment. The application will be used to process observations from ESSs to develop forecasts and display or disseminate road weather information in a format that can be easily interpreted by MoDOT staff. The collected data should be presented in a graphical user interface representing all business requirements as outlined. Collected data must be available to be integrated into other MoDOT tools such as Traffic Management Center software or Traveler Information Map, possibly through Extensible Markup Language (XML)-formatted content. The application should be cloud-based or hosted by the Offeror.

1. RWIS SOFTWARE: All existing and future ESS sites must communicate with the proposed cloud-based or hosted software and display all RWIS data in a graphic user interface utilized by MoDOT personnel. The Offeror shall supply software to perform the collection, processing, storing, transferring and integration of data continuously from all associated sensors in the manner described.

A. RPU to Component Software: The component software shall comply with the referenced NTCIP Standards when installed for ESS field devices. The software shall comply with the versions of the relevant NTCIP standards that are current at the date of this document, or a later version.

B. The software shall comply with National Electrical Manufacturers Association (NEMA) Traffic Signal (TS) 3.2 or greater, Simple Transportation Management Framework, and shall meet the requirements for Compliance Level 2, if applicable. Details can be found at www.ntcip.org.

C. At the Application Layer (International Organization for Standardization Open Systems Interconnect (ISO OSI) Layer 7) three standards are specified:

- NEMA TS 3.7 or greater NTCIP Object Definitions for Environmental Sensor Stations Draft Version 97.01.11 November 24, 1997
- NEMA TS 3.4 NTCIP Global Object Definitions Version 96.01.7 April 7, 1997
- NEMA TS 3.2 NTCIP Simple Transportation Management Framework

D. The provided hardware and software shall be provided standard with Transmission Control Protocol/Internet Protocol (TCP/IP), Point-to-Point Protocol (PPP), and Simple Network Management Protocol (SNMP) to assure the system and supplier have the capability to implement complex protocols and to support NTCIP-ESS data communication standards. The data communication between RPU and server shall be NTCIP-ESS compliant.

E. The communications link for this system may be a cellular data modem or a fiber optic network connection. Therefore, the TCP/IP profile shall be implemented in order to provide a homogeneous transport across the network.

F. The Offeror shall provide a Commercial-Off-the-Shelf (COTS) web-based RWIS system. The system must be generally available and currently in production (i.e., not in beta or test).

G. The web-based RWIS system must be compatible with multiple web browser software including current versions (11) or the previous current version (8-10) of Internet Explorer.

H. The Offeror must provide end user software manuals on how to use the system functionality.

I. Server alerting and alarming: The RWIS software shall include a module for alerting and alarming system users. The alerting and alarming software shall permit the system user to configure thresholds, based on RWIS sensor outputs, to trigger warning alarms. When thresholds are reached, warning alarms shall be issued to alert the system user in the form of initiation of a telephone call, e-mail or text message to MoDOT representative.

J. Central Processing Unit (CPU) to User Interface (UI) data communications: The Offeror shall provide a web interface to the RWIS web administrative function.

K. The RWIS software shall permit the system administrator to set the time intervals at which the RPU's are polled for collection of data. When the data is polled it shall be transferred, formatted and stored in memory for historical uses and displayed on the UI.

L. The Offeror shall furnish and supply all software updates, corrections or required modifications for proper system operation at no additional charge. The Offeror shall provide software that maintains compatibility with the current version of Microsoft Windows 7 operating system and Internet Explorer 11 or greater.

2. User Interface Data Collection and Communications: The application shall run under the current MoDOT Windows 7 operating system and shall display, at a minimum, pavement data, atmospheric data, and pavement specific condition forecasts.

A. MoDOT staff with security clearance shall have access to the RWIS UI via a standard web browser from any MoDOT integrated workstations.

B. The UI main screen shall use a state map background to visually position RWIS data with its respective location in the field. The information from RPU's and sensors shall be displayed as numbers and/or characters displayed in discrete windows or boxes when their location is clicked on. The displays may be modified to each user's personal requirement. The display shall depict pavement status conditions using predefined colors.

C. The UI shall provide a display of all ESSs and the following data fields relative to each RPU and its associated sensors:

- ESS name
- Data age
- Air temperature
- Dew point temperature
- Relative humidity
- Precipitation type
- Precipitation intensity
- Visibility
- Wind speed and wind direction
- Sensor name

- Sensor status
- Surface temperature
- Freeze point
- Subsurface temperature (for pavement sensors with associated subsurface probes)

D. The UI shall be capable of displaying data from a single ESS in a user's ESS group. This display shall include the following pre-defined data:

- ESS name
- Data age
- Air temperature
- Dew point temperature
- Relative humidity
- Precipitation type
- Precipitation intensity
- Precipitation rate
- Accumulation
- Visibility
- Average wind speed
- Wind direction
- Sensor name
- Sensor status
- Surface temperature
- Freeze point
- Subsurface temperature

E. The UI shall be capable of displaying the following historical information in a graphic format:

- Wind Speed
- Surface temperature
- Air temperature
- Dew point temperature
- Freeze point
- Subsurface temperature
- Surface status
- Precipitation intensity

3. Remote Processing Unit: The RPU, if required, shall gather data from all connected sensors and remote pavement sensors. The RPU shall process, store and transmit this data to the RWIS software.

A. Each RPU shall be capable of collecting data from the following sensors:

- surface sensors that are "hardwired" or "wireless",
- subsurface sensors that are "hardwired" or "wireless",
- air temperature/relative humidity sensors,
- wind speed/direction sensors,
- precipitation detection sensors, and
- serial data port for an RS-232 interface instrument.

B. The RPU shall be based on industry standard, open protocol computer, technologies and must meet or exceed all performance requirements necessary to operate the RWIS system. This industrial computer technology must be open protocol. The processor, memory, and other boards needed for repair must be readily available.

C. The RPU shall incorporate "watch-dog" circuitry and a software watchdog timer to monitor its own operation and reset itself if the RPU software enters an indeterminate state.

D. The RPU shall have built in firmware that examines data from each and every sensor to detect common faults and ensure that the sensor is operating within range. If it is not, a fault message will be displayed on the UI.

E. The RPU shall allow on-site manual reset or remote reset through an on-line system administrator.

F. All circuitry of the RPU, the voltage inputs, the sensor inputs, and the communications ports shall be designed and tested to provide adequate transient and surge protection. The RPU shall provide stable operation over a temperature range of -40°C to 65°C and 0-100% relative humidity non-condensing.

G. The RPU shall use conventional commercial electric power or allow modification to utilize solar power or other power sources in place of conventional commercial electric power.

H. The communications link for this system shall be a cellular data modem or a fiber optic network connection. Therefore, the TCP/IP profile shall be implemented in order to provide a homogeneous transport across the network.

I. Depending on the type of precipitation sensor installed, the RPU software shall be capable of detecting the presence of precipitation and/or be capable of calculating the 24-hour precipitation accumulation and storing this information for subsequent displays on the UI monitor, as applicable.

J. The RPU shall have a Universal Serial Interface (USI) to allow the connection of any future serial sensors into the system. The RPU shall be capable of both single drop and multi-drop communications through the USI. The RPU shall be able to communicate via RS-232, RS-485 and RS-422 to facilitate commonality among ITS hardware.

K. The RPU shall consist of a microprocessor of current manufacture that is capable of performing all of the required functions. The RPU shall include sufficient serial ports, and analog and digital drivers and inputs to fully support and correctly interpret the specified sensor arrays and communications devices offered and specified. The RPU shall have the capability to add digital outputs as an option to control on/off type functions (i.e., variable message signs, bridge spray systems or opening/closing gates). The RPU shall have the capability to expand the number of serial ports. The RPU shall be supplied with one host serial port (standard) for interfacing to a laptop computer to perform diagnostic and calibration functions.

L. The RPU must be installed in a NEMA rated cabinet mounted on the RWIS tower, on a pedestal close to the tower, on the traffic camera tower or poles, or on the DMS support poles. Power distribution panel components shall be adequate and shall be mounted in or on the panel such that they are readily accessible, provide dead front safety, and all hazardous voltage points are covered to prevent inadvertent contact.

4. Pavement Surface Sensors:

A. Pavement surface sensors shall be single and capable of providing surface status as well as temperature and freezing point of solution.

B. The sensor shall be constructed of materials which have thermal characteristics similar to common pavement materials. The top of the sensor shall be approximately the same as the roadway pavement color. The sensor shall be installed in the pavement surface in accordance with the manufacturer's recommendation. Exact sensor placement shall be determined by the Offeror and approved by MoDOT. Sensors shall be installed with epoxy sealer so the top is no higher than flush and is parallel with the surrounding roadway surface.

C. The pavement sensor shall provide stable operation over a temperature range from -40°C to 50°C with an accuracy of +/- .5°C over the temperature range of -30°C to 50°C. The sensor performance shall not be degraded by weather conditions, traffic or ice-control chemicals.

D. If hard wired, the sensor shall be supplied with an attached molded cable that is waterproofed and sealed as an integral part of the assembly. The length of the cable shall be of a sufficient length to reach the RPU, if required, with 15 feet of slack. A hard-wired sensor shall be capable of operating to specifications at extended cable lengths of up to 4,000 feet from the RPU. If additional power sources are required for extended distances, the Offeror is responsible to provide them and reflect them in the pricing herein.

E. The sensor shall electronically sample the following pavement conditions:

- Surface temperature at the sensor head,
- dry pavement condition,
- wet pavement condition above 0°C,
- wet but not frozen pavement condition at or below 0°C, and
- snowy or icy pavement condition at or below 0°C.

F. The pavement sensors shall supply data for determining the freezing point temperature of the moisture/ice-control-chemical solution present on the surface of the pavement sensor.

5. Precipitation Detection Sensors: Sensors shall be capable of detecting and offering notification of precipitation or an enhanced precipitation detection sensor that can function as a precipitation classifier and a precipitation rate meter. It shall be installed in accordance with the manufacturer's specifications at the ESS site. The enhanced precipitation detection sensor shall differentiate between rain, snow, and drizzle; as well as measure actual precipitation rates as water equivalent in inches per hour. Precipitation rate error shall be less than 10% for the fully expected range of 1 to 20 inches per hour with less than a 5% error within the more normal range of .5 to 4 inches per hour. Sensor housing shall be all weather and be ice-

proof with heated optics to prevent ice, dew or frost buildup. Normal operating temperature range shall be from -40°C to 40°C.

6. Subsurface Temperature Probe: Probe shall measure the temperature below the roadway pavement surface at the interface between the sub-grade and the soil under the pavement. The probe shall be supplied with required length of cable, which is waterproofed and sealed. It may be supplied as an integral part of the road surface sensor assembly or a stand-alone sensor that is capable of operation at extended cable lengths up to 4000 feet from the RPU, if required.

7. Air Temperature/Relative Humidity Sensors: Sensor shall have an air temperature sensing element that operates over the temperature range of -40°C to 50°C with an accuracy of $\pm 0.2^\circ\text{C}$ in that range. The relative humidity sensing element shall have a measuring range of 10 to 100% RH. The operating temperature range shall -40°C to 50°C. System dew point temperature shall be software calculated from the temperature and relative humidity using National Weather Service algorithms.

8. Wind Speed/Direction Sensors: Sensors shall have an operating range of 0 to 100 mph. The temperature operating range shall be -40°C to 60°C with less than 1% error. The sensor shall operate to specifications at cable lengths of up to 150 feet from the RPU. Both mechanical and ultrasonic sensors are acceptable. If proposing a mechanical sensor, the sensor survival operation limit shall be 164 mph with an operating azimuth of 360° mechanical and 355° electrical. If proposing an ultrasonic sensor, the sensor housing shall be heated to prevent ice build-up and be placed on the tower approximately 30 feet above ground level at each RPU.

9. Non-Invasive Pavement Sensors: The non-invasive pavement sensors shall provide surface temperature and pavement condition at a minimum and must not be embedded in the pavement or bridge deck. The Offeror should submit the specifications of any non-invasive pavement sensors.

10. Mobile RWIS Hardware: The mobile RWIS hardware shall provide mountable to any MoDOT fleet vehicle and be able to communicate with the RWIS hardware. The mobile RWIS system shall collect data as described by the Offeror. The Offeror should submit the specifications for any mobile RWIS hardware.

(G) System Data Reporting Requirements:

1. Data transmission to the CPU shall occur at a set sampling interval between 5 minutes and 8 hours, and shall include all information collected since the last transmission.

2. Data shall be collected at the RPU or ESS in user-configurable bin sizes (i.e., every 20 seconds, every 15 minutes, etc.) where available, and in manufacturer-specified bin sizes where user-configuration is not available.

3. System monitoring reports shall consist of information showing where the system is operating accurately and location and type of system deficiencies or failures. System monitoring reports shall be submitted to MoDOT weekly during the winter months and monthly during the off-months.

4. The records for both system maintenance and repair response reports shall be submitted to MoDOT with monitoring reports according to the schedule shown previously in this section. These reports shall, at a minimum, include the following items when applicable:

- Date and time of failure report.
- Person or source of the report.
- Location of device.
- Description of failure or symptom.
- Name of person responding.
- Arrival time at location of reported failure.
- Weather and condition of the site.
- Actions taken.
- Date and time of rectification.
- Spare part details.
- Any consequential events – such as, but not limited to, failure to operate or secondary failure.

(H) Training Requirements: The Offeror shall provide a minimum of 4 hours of training for approximately 50-100 MoDOT personnel completed between December 1, 2015 and December 31, 2015. This training shall include overall operation of the system, emphasizing the user interface functions and interpretation of the data. Additional training should be included for system administrator. Also to be included is troubleshooting problems that the system administrator can address. The training will be done by webinar. The Offeror shall provide refresher training as needed to new department personnel during the regular operational support or system maintenance visits.

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. Experience and Expertise of Personnel: With regard to documenting its experience for governmental and/or quasi-governmental agencies, public sector agencies, and/or transportation organizations, the Offeror must provide information related to previous and current contractual relationships 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. The Offeror should describe any previous contract experiences of a similar nature and complexity in scope, responsibility, and technologies involved as what is described in this RFP. The Offeror should indicate whether they provide similar solutions to state governments. The Offeror should indicate how long the proposed version of the RWIS has been in production and how many companies are currently using the system.

B. Describe the nature of the Offeror's business, type of products and services performed, etc.

C. The Offeror should describe the history of the company. The Offeror should indicate the number of years its firm has been providing similar type of products and services.

D. The Offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The Offeror should document how sufficient resources will be provided to MoDOT.

E. The Offeror should describe its organization and the organization of its proposed subcontractor's(s') organization(s) as it relates to the reliability and market strength/stability of the organization.

F. The Offeror should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.

G. The Offeror should indicate whether there is currently and within the past twelve (12) months any legal actions, suits, or proceeding, pending or threatened against the Offeror's organization. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.

H. The Offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

I. Expertise of Personnel: The Offeror should provide detailed information about the experience and qualifications, including any applicable certifications, of the personnel proposed for each personnel classification provided in response to the RFP and identify whether the staff is that of the contractor or subcontractor.

- The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for MoDOT.

- The Offeror should provide previous work assignments of the proposed personnel that are similar to the work they will be responsible for under the subsequent contract.

- It is preferred that the Offeror identify key staff titles and job descriptions. The Offeror may name one individual to serve in more than one of the job functions.

- If personnel are not yet named, the Offeror should provide:
 - o Detailed descriptions of the required employment qualifications; and

- o Detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

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, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.

A. The Offeror should identify and respond after each of the Scope of Work and Specific Services (Section 2) paragraphs and subparagraphs by writing a description of how, when, where, etc. the requirements will be satisfied and otherwise detailing the Offeror's understanding of the requirements and ability and methodology to successfully perform all requirements (i.e., including graphics, screen shots, etc.).

B. A simple "yes, no, or compliant" response may not fulfill this description request. The Offeror should present a detailed description of all services proposed in the response to this Request for Proposal. It is the Offeror's responsibility to make sure all requirements are adequately described.

C. Please use the same paragraph numbering scheme of the RFP when responding to each performance specification.

D. The Offeror should provide information pertaining to the proposed software and services to include the following:

- The Offeror should describe what skill sets will be needed by MHTC Information Technology (IT) employees to maintain and interface with the Offeror's system.

- The Offeror should describe the fault-tolerant and disaster recovery measures (e.g., fault-tolerant Direct Access Storage Device (DASD), clustered servers, etc.) that are recommended.

E. The Offeror should describe how they intend to function as a single point of contact for the state, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the Offeror for all problems relating to the software.

F. For contractor-hosted solutions, the Offeror should indicate all locations, within the Continental United States, where the proposed contractor-hosted system and the MoDOT's data would be stored (i.e., primary location and disaster recovery location).

G. For contractor-hosted solutions, the Offeror should provide a complete description of the proposed hosting center/data center including geographic location(s) and all relevant environmental factors such as power, HVAC, floor space, proposed layout, user accessibility, network configuration and level of redundancy and security.

H. The Offeror should clearly describe its documented approach to administration and maintenance of secure databases, and should specifically provide information regarding data security policies and procedures.

I. The Offeror should describe how the services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

J. The Offeror should describe the upgrade process when it is initiated including customer notification, upgrade planning, roles and responsibilities, typical downtime, and system restoration process. The Offeror should describe how customizations are accommodated.

K. The Offeror should provide product roadmap and current upgrade schedule for the next 36 months for all application software products required for the proposed solution.

L. The Offeror should describe training provided to MoDOT and indicate any training pre-requisites.

3. Cost: Offerors must complete **SECTION 6: PRICING PAGES** of this RFP as specifically directed therein.

4. References: List at least three (3) references for which the Offeror firm provided services which are similar in nature to the services requested in this proposal over the past three (3) calendar years. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:

- The client's name, address, telephone number, and fax number,
- A brief description of work satisfactorily completed with location,
- Dates of contracts,
- Names and addresses of owners, and
- Name of contact person.

(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. Five (5) electronic copies of the proposal are 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. If electronic copies are unavailable, submit five (5) additional hard copies. 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 performing all services listed in this RFP at the prices listed on **SECTION 6: PRICING PAGES** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

A. MHTC shall not make any payment to the successful Offeror in advance of the services rendered 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 Offeror’s 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. Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

9. 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 services resulting from this RFP shall be awarded to the Offeror providing the lowest and best proposal to MoDOT. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

Evaluation Criterion Description	Maximum Points
Experience and Expertise of Personnel	20
Proposed Method of Performance	30
Cost	50

The evaluation of cost will be conducted using a scale of fifty (50) possible points in two parts. **Part 1** costs include System Pricing and Maintenance Pricing, and shall be worth a

total of 30 points. **Part 2** includes Mandatory Pricing and shall be worth 20 points. Cost points shall be calculated based on the sum from the below calculation using the following formula:

$$\text{Cost} = \frac{\text{Lowest Responsive Price (Part 1)}}{\text{Comparative Price (Part 1)}} \times 30 + \frac{\text{Lowest Responsive Price (Part 2)}}{\text{Comparative Price (Part 2)}} \times 20$$

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: State Maintenance Engineer or designee 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 services; all questions which may arise as to the interpretation of the services to be performed 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 performed or performed 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 Offeror 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 services.

(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: 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 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: The Offeror shall maintain or cause to be maintained at Offeror's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Offeror, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

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.

Upon request from the Commission, the Offeror shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

(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.

(DD) Permit/Bond Requirement: The Successful Offeror shall obtain a no cost permit from the Commission's district engineer prior to working on the Commission's property, which shall be signed by an authorized representative of the Successful Offeror. All such work

on the Commission property pursuant to this RFP and the Resulting Agreement shall be (a) done pursuant to the terms and conditions of the permit; (b) done expeditiously and diligently until completion; (c) performed in such a manner as to limit, as reasonably practicable, any use or occupancy of the right-of-way; and (d) done with full restoration of any portion of the right-of-way disturbed to the condition existing immediately prior to the installation. Prior to commencement of any work on the Commission's property, the Successful Offeror shall secure and cause to be delivered sufficient payment and performance bond(s) in the form provided to the Successful Offeror by the Commission Representative, issued by a commercial surety qualified and authorized to do business in the State of Missouri, in the full amount of the cost of the work to be performed on the Commission Property.

(EE) Construction Safety Program: Missouri law, 292.675, RSMo, requires the awarded Successful Offeror and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Successful Offeror and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675, RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include the Successful Offeror forfeiture to the Commission in the amount of \$2,500, plus \$100 per the Successful Offeror and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675, RSMo.

(FF) Prevailing Wage: The type of work to be performed under this RFP and the Resulting Agreement that constitutes construction of public works, exclusive of maintenance work, as both words "construction" and "maintenance" are defined in Section 290.210, RSMo, is governed by the provisions of Chapter 290, RSMo, as amended, related to prevailing wages to be paid on such work. For all such work, the following shall apply:

1. The Successful Offeror will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following counties: Boone, Buchanan, Callaway, Cass, Cooper, Clay, Crawford, Franklin, Greene, Jasper, Jefferson, Laclede, Lafayette, Lawrence, Montgomery, Newton, Phelps, Platte, Pulaski, Saint Charles, Saint Louis, St. Louis City, Saline, Warren, and Webster. The **Annual Wage Order Number 22** is attached to the Proposal documents, as **Attachment 2**. Pursuant to the requirements of the Chapter 290, RSMo, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the Resulting Agreement, must be paid to all workers performing work under the Resulting Agreement.

2. The Successful Offeror shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290, RSMo, as amended, relating to prevailing wages to be paid on public works.

3. The Successful Offeror shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the Resulting Agreement by the Successful Offeror or by any subcontractor.

**SECTION 6:
PRICING PAGES**

(A) SYSTEM PRICING: The Offeror shall provide firm, fixed pricing for the specified items listed in the table below. Pricing shall include all applicable costs necessary for the planning, delivery and implementation of the service.

Description	Quantity	Unit of Measure	Unit Price	Extension
Hosted Software as a Service:	1			
Training:		Session		
Other Costs:				
TOTAL				

(B) MANDATORY PRICING: The Offeror must provide firm, fixed pricing for the mandatory items listed in the table below, as well as, any other spare and replacement parts required. In lieu of listing all applicable spare and replacement parts, a complete spare and replacement parts price list(s) may be included provided that the prices are firm and fixed for the original contract period. The prices for the mandatory items list below are for repair and system expansion.

Description	Unit Price	Unit Price Installation Pavement Site	Unit Price Installation Bridge Site	Unit Price Per Site
Remote Processing Unit				N/A
Pavement Surface Temperature Sensor				N/A
Precipitation Detection Sensor				N/A
Subsurface Temperature Probe				N/A
Air Temperature/Relative Humidity Sensor				N/A
Wind Speed/Direction Sensor				N/A
Non Invasive Pavement sensor				N/A
Local ESS (complete)				N/A
Regional ESS (complete)				N/A
Mobile RWIS system		N/A	N/A	N/A
MoDOT Provided Traffic Control (deduct)	N/A	N/A	N/A	
TOTAL(S)				

Name of the Offeror's Firm

Signature of Authorized Representative

Date

(C) ADDITIONAL EQUIPMENT PRICING: The Offeror must provide firm, fixed prices for additional equipment that could be added to or installed instead of mandatory items listed in the previous table above (i.e., sensors not specifically stated above, instrumentation that combines multiple sensors or traffic cameras).

Description	Unit Price	Unit Price Installation Pavement Site	Unit Price Installation Bridge Site

(D) MAINTENANCE PRICING: The Offeror must provide firm, fixed pricing for the specified maintenance items listed in the table below to meet the requirements of this RFP.

Description	Quantity	Unit of Measure	Unit Price	Extension
Preventative Maintenance – Regional ESS	21	Each/year	\$	\$
Preventative Maintenance – Local ESS	14	Each/year	\$	\$
Unscheduled Maintenance After Expiration of Warranty	As Needed	Hour	\$	
Software Maintenance	1	Year	\$	
TOTAL				

Name of the Offeror's Firm

Signature of Authorized Representative

Date

(E) RENEWAL INFORMATION: The Offeror shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the original contract period prices for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

	<u>Maximum Increase</u>	OR	<u>Minimum Decrease</u>
1st Renewal Period:	original price + ____%	OR	original price - ____%
2nd Renewal Period:	original price + ____%	OR	original price - ____%
3rd Renewal Period:	original price + ____%	OR	original price - ____%
4th Renewal Period:	original price + ____%	OR	original price - ____%

(F) STATEMENT: In the space provided below, the Offeror must include a statement that indicates the length of time during which MHTC may rely on all proposal commitments in reference to **Section 3(B)4, Proposal Life**, of this RFP.

Name of the Offeror's Firm

Signature of Authorized Representative

Date

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

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APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

STATE OF _____)
)
COUNTY OF _____) SS

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