



Dave Nichols, Director

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**REQUEST FOR PROPOSALS
SL15-018-RW VIDEO FEED SHARE**

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OR PARTNERSHIP**

LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposal (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described items to the Missouri Highways and Transportation Commission (**MHTC**). Seven (7) copies of each proposal, and one CD, electronic copy, must be mailed in a sealed envelope to 2309 Barrett Station Road, Ballwin, MO 63021, Missouri Department of Transportation, or hand-delivered in a sealed envelope to the Procurement Office at 2309 Barrett Station Road, Ballwin, MO 63021. Proposals must be returned to the offices by **October 14, 2014** no later than **1:00 p.m. CST**.

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

PROPOSAL

1. The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the items at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING PROPOSAL

- ☐ 1. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 2. Submitting the proposal by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to Teresa Mount, Procurement Office, ST. LOUIS DISTRICT, MISSOURI DEPARTMENT OF TRANSPORTATION
Provide the vendor name, vendor address project [RFP number on the outside of the envelope.
- ☐ 3. Please read all items in the bidding document carefully. For paper proposals, complete all items in ink or by typing in the information.
- ☐ 4. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 5. For paper bids submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 6. Submit the Subcontractor Disclosure Form within 3 business days of the Bid Opening.
- ☐ 7. All E-Verify Information.
- ☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

Below is a list of common mistakes made by bidders leading to non-responsive proposals.

- a) Not signing the proposal.
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Using a different bid bond form than the one provided
- d) Using pencil to fill out the proposal
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

All questions concerning the bid document preparation can be directed to Teresa (Terri) Mount, Sr. Procurement Agent at 314-301-1431..

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the BUYER OF RECORD, at 314-301-1431 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the proposal closing date.

NOTICE TO CONTRACTORS

Sealed proposals, addressed to Teresa (Terri) Mount, 2309 Barrett Station Rd, Ballwin, MO. 63021 for the proposed work will be received by 1:00 p.m. CST by Teresa Mount until October 14, 2014, at the office of indicated above,. Proposals should be delivered to: Teresa (Terri) Mount, 2309 Barrett Station Rd, Ballwin, MO. 63021

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Solution to share video feeds from analog old and new digital cameras to internal and external partners and the public.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, Buyer of Record", and the term "Engineer" is a reference to the Engineer of Record from St. Louis District, MoDOT.

(3) **PERIOD OF PERFORMANCE:** If the proposal is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified.

Completion Date:

120 days from Notice to Proceed

(4) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this proposal the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(5) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(6) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency applicable to this bid and contract.

(7) PREVAILING WAGE (FEDERAL AND STATE): This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "**Annual Wage Order No. 21**" that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.
http://www.modot.org/business/contractor_resources/bidOpenIndex.htm

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(8) WORKER ELIGIBILITY REQUIREMENTS: Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(9) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(10) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

_____, which
is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this _____ day of _____ 20____.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(11) **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **N/A slots** at 1000 hours per slot or **N/A hours**.

(12) **SUBCONTRACTOR DISCLOSURE**: Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be **waived** for this contract.

(13) **SALES AND USE TAX EXEMPTION**: **Missouri Department of Transportation**, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

ITEMIZED BID FORM SL15-018-RW

The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

(A) FEE SCHEDULE: The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

Complete installation and configuration of system for the following options to include but not limited to all parts personnel hours, training, 24/7 phone support and monitoring, parts replacement and software upgrade for the duration of the contract. MoDOT reserves the right to choose any or all of the options listed below.

MoDOT Host Location:

Option 1a. Migration of 250 h.264 format cameras \$ _____
Option 2a. Migration of 250 h. 264 and 300 analog MPEG
2/4 format cameras. \$ _____
Option 3a. Cost for h.264 format and MPEG2/4
Formats for minimum 20 camera increments. \$ _____

Alternate Contractor Offsite Host Location:

Option 1aa. Migration of 250 h.264 format cameras \$ _____
Option 2aa. Migration of 250 h. 264 and 300 analog MPEG
2/4 format cameras. \$ _____
Option 3aa. Cost for h.264 format and MPEG2/4
Formats for minimum 20 camera increments. \$ _____

Monthly Maintenance Fee:	Year 3	Year 4	Year 3	Year 4
MoDOT Host Location: Option 1a	\$ _____	\$ _____	Option 2a	\$ _____
	Option 3a	\$ _____		
Offsite Host Location: Option 1aa	\$ _____	\$ _____	Option 2aa	\$ _____
	Option 3aa	\$ _____		

COMPANY: _____ **DATE;** _____

SIGNATURE:

PRINTED NAME / TITLE:

Federal Funds Requirements:

This procurement action is governed by all applicable local, State and Federal regulations. Federal provisions included are not limited to the following:

1. Executive Order 11246 and DOL Regulation 41 CFR PART 60
Affirmative Action to Ensure Equal Employment Opportunity
2. DOT Regulation 49 CFR PART 30 - Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Offerors (Foreign Trade Restriction).
3. DOT Regulation 49 CFR PART 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

4. **Disadvantage Business Enterprise (DBE)**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of MHTC to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including those who qualify as a Disadvantaged Business Enterprise (DBE).

A DBE contract goal of 0 percent has been established for this contract.

The apparent successful competitor will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation (signed contract) of the bidders commitment to use a DBE subOfferor whose participation it submits to meet the contract goal; and (5) if the contract goal is not met, evidence of good faith efforts, as described in 49 CFR Part 26.

(2) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.

(3)Contract Assurance. MHTC will ensure that the following clause is placed in every USDOT assisted contract and subcontract:

“The Offeror or subOfferor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Offeror shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of

USDOT assisted contracts. Failure by the Offeror to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

(This assurance shall be included in each subcontract the prime Offeror signs with a subOfferor.)

5. Lobbying and influencing Federal Employees: (49 CFR Part 20)

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Offeror shall complete and submit Standard Form-LLL, “Disclosure of Lobby Activities,” in accordance with its instructions. notice to the Offeror if at any time it learns that its certification was erroneous by reason of changed circumstances.

6. Breach of Contract terms: (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Offeror or their subOfferors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7. Termination of Contract: (49 CFR Part 18.36(i)(2))

The MHTC may, by written notice, terminate this contract in whole or in part at any time, either for the MHTC's convenience or because of failure of Offeror to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the MHTC.

8. CIVIL RIGHTS ACT OF 1964, TITLE VI – Offeror contractual requirements:

(49 CFR Part 21)

During the performance of this contract, the Offeror, for itself, its assignees and successors in interest (hereinafter referred to as the "Offeror") agrees as follows:

1. Compliance with Regulations. The Offeror shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 1.1 Nondiscrimination. The Offeror, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subOfferors, including procurements of materials and leases of equipment. The Offeror shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - 1.2 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Offeror for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subOfferor or supplier shall be notified by the Offeror of the Offeror's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1.3 Information and Reports. The Offeror shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MHTC or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an Offeror is in the exclusive possession of another who fails or refuses to furnish this information, the Offeror shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - 1.4 Sanctions for Noncompliance. In the event of the Offeror's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Offeror under the contract until the Offeror complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.5 Incorporation of Provisions. The Offeror shall include the provisions of paragraphs 1.1 through 1.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Offeror shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Offeror becomes involved in, or is threatened with, litigation with a subOfferor or supplier as a result of such direction, the Offeror may request the MHTC to enter into such litigation to protect the interests of the sponsor and, in addition, the Offeror may request the United States to enter into such litigation to protect the interests of the United States.

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SECTION (2): GENERAL DESCRIPTION AND BACKGROUND

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide Video Sharing System to the MHTC and the Missouri Department of Transportation (**MoDOT**).

(B) General Description and Background: MoDOT shares video feeds of real-time traffic to the public via the MoDOT Traveler Information Map <http://traveler.modot.org/map/> , St. Louis Region's Gateway Guide Site <http://www.gatewayguide.com/> , and Kansas City Region's SCOUT Site <http://www.kcscout.net/> .

- The video streams are from cameras providing analog or digital video feeds. Technology has advanced and the current video sharing solution does not support the new camera systems that are scheduled for installation.
- Field cameras currently stream to the Traffic Management Center (TMC) located in the St. Louis Region and are sent to MoDOT's Central Office; the current video hosting solution is at MoDOT's Central Office located in Jefferson City.
- A solution to share the video feeds from both analog and digital cameras to internal, external partners, and the public is the desired outcome of this Request For Proposal.
- Each Offeror is solely responsible for a prudent and complete personal examination and assessment of the requirements and specifications, and/or any other existing condition, factor, or item that may affect or impact on the performance of the system as described and required by the Contractual Requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to (1) the Offeror's failure to comprehend specifications as supplied (2) the Offeror's failure to solicit pertinent data or information, etc.

(C) Fiscal Year: The fiscal year runs from July 1-June 30.

- Installation and configuration to be completed within 120 days from the Notice to Proceed.
- Initial maintenance period of service will be from accepted installation and implementation of system through March 9, 2017, with the option(s) to extend the contract for up to two (2) one year periods, at the sole discretion of the Missouri Department of Transportation.
- First Optional Extension Period: March 10, 2017 through March 9, 2018.
- Second Optional Extension Period: March 10, 2018 through March 9, 2019.

(D) RFP Schedule : The schedule for this RFP is as follows:

Activity	Date
Issuance of RFP	9/11/14
Pre-Bid Meeting	10/1/2014 @ 10:00 AM CST at the MoDOT SL District TMC room 211 at 14301 S Outer Forty Rd, Chesterfield, MO 63017
Deadline for Submitted Questions	10/6/2014
Responses to Submitted Questions	10/8/2014
RFP Closes	10/14/2014 1:00 p.m. CST
Notification of Award	11/4/2014

Dates are approximate and subject to change.

SECTION (3): SCOPE OF WORK

(A) Services: The Offeror shall provide competitive, sealed proposals for the provision of Video Sharing Services as set forth by this RFP. The Offeror shall install and configure all required network, hardware and software components of the proposed solutions.

1. The proposal should include either off-site hosting of Video Sharing services or MoDOT premise hosted solution as described in Specific Requirements.
2. Minimum requirements are anticipated to be migration of Three Hundred (300) analog cameras; currently providing video feeds in MPEG2/4 format and Two Hundred Fifty (250) H.264 format cameras to the video sharing site.
3. The Offeror shall submit tabular estimates to integrate only the 300 analog cameras in segments of 20 at a time. These quantities are estimates only and are subject to increase or decrease as required. The potential exists for expansion of the program into additional equipment and/or Districts.

(B) Specific Requirements: The Offeror will provide to MoDOT seven (7) copies and one electronic copy (CD) of the program proposal which will include but may not be limited to the following:

- The ability to share MoDOT's video streams to internal, external partners, and the public.
- Solution must provide room for growth including but not limited to future hardware and software video formats
- Solution must be capable but not limited to handling and sharing simultaneous MPEG2, MPEG4, H.264 video inputs and distributing on an industry standardized format.
- The solution must allow for complete and full administrative authority for the local Traffic Management Center.
- The system must be capable of quickly and simultaneously shutting down the video feeds in whole or per camera to the public while still providing access to videos for MoDOT and specified partner agencies.
- The solution shall provide a minimum of two (2) proposals: including but not limited to:
 1. Equipment located on MoDOT premise
 2. Equipment located on or at providers premise including backhaul to the TMC
- Exchange / upgrade credits or discounts for expected hardware system expansion
- May include leasing options for solution
- Proposal shall include pricing on an annual basis for a 4 year life cycle.
- Proposal shall include annual on-site support, maintenance and training of DOT staff.
- Interface shall allow for no less than 6 simultaneous video streams for external partners (Public safety groups, simultaneously.)
- Integration must be fully implemented **120 days from Notice-To-Proceed date.**
- Should have ability to accept video feeds from mobile emergency response vehicle
- Should allow for video input from mobile wireless platform (Live streaming)

- Must allow video recording capabilities on all inputs
- Video on demand
- After the vendor implement and provide Live Streaming Video per this RFP requirements, MoDOT detects a failure of any Video Distribution Component, including but not limited to the application, server(s), individual or a group video, etc., MoDOT Representative will notify the vendor in writing (in most case via an email) of the problem. The vendor shall have a maximum of 24 hours after receiving the notification to correct the problem unless otherwise it is extended by MoDOT.

(C) Desired Options:

- Wireless independently placed mobile dynamic video inputs, i.e. Emergency Responder video dash cameras capable of providing live video streams to the TMC (Traffic Management Center) includes required hardware.
- System must allow for 1 to 30 Frames per Seconds video distribution with a resolution minimum 1024 x 768 or comparable.
- System shall be capable of being interface via Smart Phone/ Tablets.

(D) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the items provided pursuant to this RFP.

- Payment for Installation and Configuration of the Video Sharing Service will be made as one lump sum upon full installation and operation of the system with successful live streaming for all analog and digital cameras to MoDOT's partners and the public via MoDOT's website. Payment will be made once for the duration of the contract.
- Payment for On Site Support of the Video Sharing Service, including all necessary training for MoDOT's staff and partners, will be made monthly following successful installation and configuration of the Video Sharing Service.
- After installation and configuration of the Video Sharing Service, if MoDOT detects a failure of any Video Distribution Component, including but not limited to the application, server(s), individual or a group video, etc., MoDOT will notify the vendor in writing (in most case via an email) of the problem. The vendor shall have a maximum of 24 hours after receiving the notification to fully restore the Video Sharing Service.

SECTION (4): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) MHTC's Representative:** MoDOT's District Engineer-SL, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. 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 Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the District Engineer-SL. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the District Engineer-SL: throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or notation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Offeror:** The Offeror represents itself to be an independent Offeror 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 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.
- (E) Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) **DBE/WBE Participation Encouraged:**

1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subOfferors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subOfferors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).

(I) **Executive Order:** The Offeror 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. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. 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 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.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The 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.
- (K) **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 a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
- 1) 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 business entity 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 business entities 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) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity 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. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

- (L) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (M) **Law of Missouri to Govern:** The 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 the performance of the Agreement.
- (N) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (O) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (P) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (Q) **Confidentiality:** The Offeror 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 Offeror shall notify MHTC immediately of any request for such information.
- (R) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (S) **Conflict of Interest:** The 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 Agreement.

(T) **Maintain Papers:** The 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.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(U) **Indemnification:** The 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 performance of its obligations under this Agreement.

(V) Liquidated Damages:

- a. It is the objective of the District to obtain performance in accordance with the terms of the specifications and at the standards set forth in this contract. The Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased administration cost, potential liability, traffic and traffic flow regulation cost, with its resulting cost to the traveling public.

Failure to deliver installation and configuration of system within the 120 days from Notice to Proceed will result in assessment of Liquidated Damages at a rate of \$700.00 per day.

These damages are not reasonably capable of being computed or quantified therefore, if after the vendor implements and provides Live Streaming Video per the RPF requirements, if MoDOT detects a failure of any Video Distribution Component, including but not limited to the application, server(s), individual or a group video, etc., MoDOT Representative will notify the vendor in writing (in most case via an email) of the problem. The vendor shall have a maximum of 24 hours after receiving the notification to correct the problem unless otherwise it is extended by MoDOT.

- b. Failure to restore the system functionality within the time specified will result in the assessment of Liquidated Damages at a rate of \$ 100.00 per day per incident. This amount shall be subtracted from the vendor's monthly maintenance fee.
- c. The Offeror shall further agree and understand that such liquidated damages shall either be deducted from the vendor's monthly maintenance fee, or paid by the Offeror as a direct payment to MoDOT, at the sole discretion of MoDOT.
- d. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

(W) Insurance: The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, 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:

- a. 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;
- b. 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;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**SECTION (5):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

- 1. Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to attention: Teresa (Terri) Mount, Senior Procurement Agent, as provided in this RFP. Specifically, 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.
- 2. Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Teresa (Terri) Mount, Senior Procurement Agent, email: teresa.mount@modot.mo.gov, (314) 301-1431 telephone, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021. All written questions must be addressed to Teresa (Terri) Mount no later than **10:00 a.m., CST October 6, 2014**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Offerors to retrieve, **October 8, 2014**.

(B) REQUIRED ELEMENTS OF PROPOSAL

- 1. Specifications.** The proposal must clearly identify the Offeror's products in all technical areas of the specifications, indicating on a line by line basis if the products so offered meet the specifications as written.
- 2. Proposed method of performance:** Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of the RFP.

(C) EVALUATION CRITERIA AND PROCESS

1. Evaluation Factors: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

A.	Conforms to all areas of Specifications	20 %
B.	Proposed Method of Performance: (Overall technical approach and quality control Plan)	35 %
C.	Cost, Fees and Expenses;	25 %
D.	Relevant experience and past Performance	20%

2. Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

3. Responsibility to Submit Information: The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative 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.

(D) PRICING

1. Fee Schedule: The Offeror must submit a proposed fee for all items defined in the Scope of Work. This fee must be shown on the Itemized Bid Sheet of this proposal which must be completed, signed and returned with the Offeror's proposal.

2. Award:

Award will be based on Best Value. Award will be made to the most responsive and responsible bidder whose proposal is determined to be most advantageous to MoDOT, taking into consideration all evaluation factors.

COOPERATIVE AGREEMENT NOTICE
SL15-018-RW ITS Video Sharing

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **video sharing** listed in the attached "Request for Proposal" for sale to these local political entities at the same proposal price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the CCTV's meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)

) ss

COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subOfferors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

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

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner) (**ONLY USE IF APPLICABLE**)

STATE OF _____)

) ss

COUNTY OF _____)

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

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

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

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

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence.

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

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

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

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

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires: