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Modified:

**REQUEST FOR PROPOSALS
D610-007-RW**

CCTV CAMERA ASSEMBLIES

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ATTACHMENTS:

- ATTACHMENT A : MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**
- ATTACHMENT B: SIGNATURE AND IDENTITY OF BIDDER**
- ATTACHMENT C: WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**
- ATTACHMENT D: MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**

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**). Six (6) copies of each proposal 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 Wednesday, August 5, 2009 no later than 10:00 a.m.

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

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Closed Circuit Camera Assemblies to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** The Missouri Department of Transportation (MoDOT) seeks proposals to provide Closed Circuit Camera Assemblies. 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 CCTV 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, period of service will be from Date of Award through June 30, 2010, 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.

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide competitive, sealed proposals for the provision of closed circuit camera assemblies and assemblies as set forth by this RFP.
- (B) **Specific Requirements:** The Offeror will provide to MoDOT six (6) copies of a program proposal which will include but not limited to the following:
 - Shop drawings of devices
 - Schematic of typical communication layout
 - Timeline (per pricing page)
 - Cost (per pricing page)
 - Specification compliance confirmation per line item (does or does not meet)
- (C) **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.

(D) FUNCTIONAL SPECIFICATION FOR
A VIDEO CAMERA ASSEMBLY

1.0 GENERAL

1.1 Description

This functional specification describes the minimum acceptable design and operational requirements of a remotely controlled, color video camera assembly for the Missouri Highways and Transportation Commission (Commission).

Untried or prototype units will not be considered for acceptance. To ensure overall system compatibility, all camera assembly components shall be from the same manufacturer. No changes or substitutions in these requirements will be acceptable unless authorized in writing by the Engineer.

1.2 Components

The color camera assembly shall include the camera, zoom lens, pan and tilt unit, and control electronics, all in an outdoor enclosure. It shall also include the mounting bracket and any other hardware required for pole mounting, connectors for connecting cables to the unit, power supply, surge protection, and all miscellaneous hardware and incidental components required to deliver a fully operational assembly. It does not include the pole and the cabinet.

1.3 Item Identification

Manufacturer model and serial numbers shall be permanently displayed on the camera and PTZ. The manufacturer shall supply an electronic file in Microsoft ACCESS format (or other format acceptable to the Commission) of replaceable parts containing the manufacturer's name, device type (i.e., camera), model number, part number and serial number as separate fields.

2.0 CAMERA ASSEMBLY FUNCTIONAL REQUIREMENTS

2.1 Environmental

All components of the camera assembly shall function and operate accurately as described in this document within the following environmental constraints:

- (a) Ambient Temperature: All camera assembly components, shall function within an ambient temperature range of –30 degrees F (-34 degrees C) to 110 degrees F (43 degrees C). Surge protectors shall have an operating temperature range of -40 degrees F (-40 degrees C) to 158 degrees F (70 degrees C).
- (b) Relative Humidity: All camera assembly components shall operate within the enclosure in a relative humidity range from 5 percent to 100 percent non- condensing unless otherwise specified herein.
- (c) Salt/Fog: The camera assembly components shall be capable of continuous operation in a salt-laden atmosphere without degradation of material surfaces or performance.

Further environmental details are described in the following sections at the component level.

2.2. Mechanical

The total weight of the camera enclosure and contents shall not exceed 20 lbs.

2.3. Electrical

2.3.1 Operating Voltage

The power supply shall be of a make and model recommended by the manufacturer of the camera. The power supply shall operate on standard 120 VAC electrical service and shall not be affected by transient voltages, surges, and sags normally experienced on commercial power lines. Any voltage transformation shall take place at the CCTV assembly. It shall have a fuse or other device to protect against overload on the output side. It shall be certified to meet the temperature and humidity requirements of NEMA TS-2 by an independent testing organization.

2.3.2 Surge Protection on Power Conductors

The conductors carrying power to the camera assembly shall be protected by surge protectors at both ends.

2.3.3 Surge Protection on Communication Conductors

The conductors carrying control signals from the cabinet to the camera shall be protected by two-stage, plug-in surge protectors in the cabinet. Those surge protectors shall meet the following requirements:

- (a) The protectors shall suppress a peak surge current of up to 10K amps.
- (b) The protectors shall have a response time less than one nanosecond.
- (c) The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts or less.
- (d) The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- (e)The protector shall also contain a resettable fuse (PTC) to protect against excessive current,

- (f) There shall be no more than two pairs per protector.
- (g) It shall be possible to replace the protector without using tools.

2.3.4 Surge Protection for Coaxial Cable

The coaxial cable carrying the video signal from the camera assembly to the cabinet shall be protected by a surge protector in the cabinet. The surge protector shall be designed for baseband camera signals meet the following requirements:

- (a) Surge: 18,000 amps with an 8 x 20 microsecond waveform
- (b) Turn-on time: 4ns for 2 kV/ns
- (c) VSWR: 1.1:1 or less
- (d) Insertion loss: 0.3 dB or less
- (e) Frequency range: DC to 30 MHz
- (f) BNC connectors
- (g) Operating voltage: 1.5 volts
- (h) Impedance: 75 ohms

2.4. Camera Assembly Components

2.4.1 Color Camera

The manufacturer shall provide an IP Camera solution and a Serial Camera solution.

The color camera shall be of solid-state design, fully compliant with all aspects of the NTSC specification and meet or exceed the following requirements:

- (a) Configuration: The camera shall use a current (as of the time of bidding) national industry standard types of interline transfer charged coupled device (CCD). The camera shall be capable of unattended, continuous 24 hour per day operation in an outdoor environment. It shall not require a manual reset under any circumstances.

The camera shall be fully integrated with the zoom lens described under Section 2.4.2 of this specification. The camera assembly shall include auto-iris.

- (b) Resolution: The minimum horizontal resolution shall be 540 lines.
- (c) Shutter: The camera shall have a variable speed shutter.

2.4.2 Zoom Lens

A fully motorized zoom lens and a digital zoom magnifier, which are fully compatible with the camera specified in Section 2.4.1, shall be supplied. The optical zoom shall be capable of providing a magnification range of at least 1 to 35X. The digital zoom shall be a minimum of 12X magnification.

2.4.3 Environmental Enclosure

The environmental enclosure shall be designed to house and protect the camera, camera lens, and pan and tilt unit from the outdoor environment. The enclosure shall meet or exceed the following requirements:

- (a) Configuration: The enclosure shall be fabricated from an opaque material with UV-protection on the outside. The enclosure shall be fully watertight and weatherproof. The enclosure shall be supplied with an integral sun shield.
- (b) Maintenance: The enclosure shall be constructed so as to minimize the effort required to remove the camera assembly for maintenance.
- (c) Environmental: The enclosure shall be rated IP67.
- (d) Heater: The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall be capable of a cold-start de-icing of the camera and shall prevent fogging of all viewing angles when the assembly is operated in the cold weather.

2.4.4 Pan and Tilt Unit

A pan and tilt drive unit shall be supplied as part of the camera assembly and shall meet or exceed the following requirements:

- (a) Configuration: The pan and tilt unit shall be an integral part of the camera assembly and be designed for outdoor applications. All parts shall be protected from corrosion.
- (b) Mechanical: The pan and tilt unit shall have the ability to handle the proposed camera and lens load within the enclosure. The unit shall be capable of at least 63 settable and selectable preset position points and have the ability to attach 20-character alphanumeric character identification to each preset scene. The unit shall also allow titling of up to 16 sectors.

The unit shall operate as follows:

Dome Camera:	
Angular Travel:	
Horizontal	+/- 360 degrees continuous slip ring design
Vertical	+5 degrees above horizontal to 90 degrees
down	
Pan (Horizontal): +/- 360 degrees at a	
variable rate of 1/2 degree to 80 degrees per	
second to obtain new position	
Tilt (Vertical):	+5 degrees above horizontal to 90 degrees
	down at a variable rate of 1/2 degree to 40
	degrees per second to obtain new position
Preset Repeatability	Within 0.3 degrees

Barrel Camera:

Angular Travel:

Horizontal +/- 360 degrees continuous slip ring design
Vertical +90 degrees above horizontal to -90 degrees
below horizontal

Pan (Horizontal): 360 degrees at a variable rate of 1/10 degree to 80 degrees per second to obtain new position

Tilt (Vertical): +90 degrees above horizontal to -90 degrees below horizontal at a variable rate 1/10 degree to 40 degrees per second to obtain new position

Preset Repeatability Within 0.3 degrees

2.4.5 Camera Control

The manufacturer shall furnish a controller/receiver for each camera assembly. The controller/receiver shall meet or exceed the following requirements:

- (a) Communication Interface: The communication interface for camera control shall be either Ethernet or Serial based. If the camera uses EIA-422 or EIA-485 communication, provide a converter in the cabinet near the base of the pole so that a technician can set up and control the camera using the EIA-232 port on his notebook computer. The controller/receiver shall be equipped with a mechanism to set a unique drop address. This address shall be sufficient to uniquely identify the camera location.
- (b) Communication Protocol: The camera control shall communicate using the National Transportation Communications for ITS Protocol (NTCIP). Supply full documentation of all manufacturer-specific objects supported by the device. This shall be in the form of a CD-ROM containing ASCII versions of an MIB in ASN.1 format. The MIB shall contain accurate and meaningful description fields and supported ranges indicated in the syntax field of the object-type macros. The Commission will have the right to use the documentation described above for system integration purposes, regardless of what parties are involved in the system integration effort.

The camera control must adhere to the version of the following standards that is current at the time of bidding. A later version may be used if approved by the Engineer.

(1) **Information level:**

- a. All objects in the Camera Configuration conformance group of NTCIP 1205
- b. The following optional objects as defined in NTCIP 1205:
 - cameraPreset
 - presetStorePosition
 - positionPan
 - positionTilt
 - positionZoomLens

- positionFocusLens
 - systemCameraFeatureControl (camera power only)
 - systemCameraFeatureStatus (camera power only)
 - systemLensFeatureControl (auto-focus only)
 - systemLensFeatureStatus (auto-focus only)
 - systemLensEquipped
 - cameraAlarm (video loss and low pressure)
 - alarmLatchStatus (video loss and low pressure)
 - alarmLatchClear (video loss and low pressure)
 - zoneMaximum
 - zoneTable (includes zoneEntry, zoneIndex, zoneLabel, zonePanLeftLimit, and zonePanRightLimit)
- (2) **Application level:** NTCIP Standard 1101, Conformance Level 1.
- (3) **Transport level:** NTCIP 2202 if equipped with an Ethernet interface and NTCIP 2201 otherwise.
- (4) **Subnetwork level:** NTCIP 2104 if equipped with Ethernet interface, and NTCIP 2101 otherwise.

3.0 CAMERA CONTROL SOFTWARE

The camera manufacturer shall provide Camera Control Software that will enable the user to perform the same functions as ATMS, but shall be a single-user version for use by maintenance technicians. The control software shall be fully compatible with Windows 2000, Windows XP, and Windows Vista Operating Systems. The manufacturer shall Deliver it to the Engineer on a CD. Provide installation assistance as required. The Commission shall have the right and ability to copy this software for use in controlling the Commission's cameras anywhere in Missouri. This includes use of the software by the Commission's staff and contractors for testing and integration.

3.1 Integration With ATMS

The camera manufacturer shall be responsible for the cost associated with developing ATMS compatible drivers and software. The commission shall not be an intermediary for this work. The camera manufacturer and ATMS provider shall work directly together to develop a camera that is completely functional in ATMS.

4.0 TESTING

All camera components furnished by the manufacturer shall be subject to testing and monitoring to determine conformance with all applicable specifications, and to ensure proper operation of the equipment and subsystem. Test procedures shall be submitted to the Engineer for review and approval prior to conducting any testing. Test equipment and supplies needed for the testing are part of testing and will not be paid separately.

4.1 NTCIP Compliance Testing

This test shall be conducted by a tester agreed on and approved by the Commission Engineer and the camera manufacturer. The tests shall be conducted in commission facilities, on the intended commission network. The tester must test both the camera assembly and software compatibility. The tester must certify that the camera assembly and software meet the NTCIP requirements of this specification. The tester must base this certification not only on the ability of the camera assembly to send back the proper responses to commands or queries from ATMS, but also on whether the camera assembly actually performs the intended actions. No cameras shall be shipped until the tester has certified that the camera assembly and software are perfectly compliant. The tester shall be selected and paid by the camera assembly manufacturer. The tester's report shall describe the tests performed, the results obtained, and whether each result meets the requirements of these specifications.

4.2 Sample Testing

The manufacturer shall, upon request of the Engineer, deliver one sample of the complete camera assembly to be supplied in compliance with this functional specification for inspection and environmental testing before acceptance and deployment of all the equipment. After completion of the test, the sample will be returned.

4.3 Software Acceptance Testing

The purpose of the camera control software test is to demonstrate that the software operates reliably and is in full compliance with the specifications. The manufacturer shall conduct the tests following the approved test plan but, if practical, shall also perform any supplemental tests requested by the Commission's representatives at the time of testing. To be accepted, the software must pass all the tests.

The test plan shall test every interface, feature, and function of the software, including features present but not required by these specifications. The testing shall demonstrate that the software does the following:

- Deals appropriately with communication errors and operator errors. The software shall check incoming data for communication errors and shall alert the operator to new communication problems. If an operator enters a value that is outside the permitted range, the software shall not accept the value, but shall inform the operator of the permitted range.

5.0 TRAINING

5.1 General

Training shall be provided for the Commission's engineering, maintenance and operations staff, at a facility provided by the Commission. The training shall include all material and manuals required for each participant.

At least 30 days prior to commencement of the training courses, the manufacturer shall submit detailed course curriculums, time requirements for topics, draft handouts, and resumes of instructors. The Engineer will review and request modifications of that material as appropriate. The courses shall be conducted at a Commission provided location, and at a time and date mutually agreed upon by the Engineer and the manufacturer. The training material generated for each course shall contain manuals and other handouts for each attendee, which shall serve not only as subject guidance, but also as quick reference material for future use by the students. All course material, in reproducible form, shall be delivered to the Engineer immediately following course completion.

5.2 Maintenance Training

The maintenance training shall be provided for a minimum of 6 hours for at least twenty maintenance personnel with electronics background. The training shall include operation instructions, use of the notebook computer and software, theory of operation, circuit description, field adjustments, preventive maintenance procedures, troubleshooting, operation of diagnostic and configuration software (if applicable), and repair of all components.

6.0 INSTALLATION SUPPORT

6.1 On-Site Training

The manufacturer shall schedule on-site training for the unpacking, assembly, mounting, positioning, connection, and testing of the camera. Conduct the training at the jobsite. In particular, ensure that the installers know how to install the camera assemblies so they don't leak in the rain or shake in the wind. The contractor shall not perform any work until the manufacturer has certified the contractor as qualified. A Commission representative will be present to observe the training.

6.2 Support during Installation

Provide both on-site and remote factory support. Provide a technical assistance hot line from the hours of 8:00 AM to 5:00 PM CST Monday through Friday.

7.0 DELIVERY

The bid price shall include inside delivery at a location in Missouri to be specified by the Commission. The locations may differ for each separate shipment.

8.0 DOCUMENTATION AND GUARANTEE

8.1 Certifications and Instructions

The camera assembly described herein shall not require any licensing, frequency assignments or permits from the Federal Communications Commission (FCC) or other Federal agencies to operate according to the manufacturer's guidelines.

As part of the shop drawing submission, provide certification from an independent testing laboratory that the proposed power supply meets the temperature and humidity requirements of NEMA TS-2.

8.2 Documentation and Drawings

Provide five sets of complete shop drawings, catalog cuts, schematics and operations/maintenance manuals for each component. A software user manual shall be provided with each set, as well as the MIB documentation required by Section 2. Provide CDs with all software required by Section 3. A section of each set of the maintenance manuals shall include complete sub-component parts listing.

8.3 Guarantees

The complete camera assembly shall carry no less than a two-year guarantee against any imperfections in workmanship or materials.

Any repairs made by the manufacturer or representative shall be documented and returned with units when warranty repaired. This documentation shall disclose exact repairs and identify the parts replaced by part number and serial number. All warranty repairs shall be completed within 15 days of delivery of the equipment to the designated repair depot.

9.0 METHOD OF MEASUREMENT

9.1 Measurement of camera assemblies, including all specified equipment, documentation, delivery, and testing, will be made per each.

9.2 Measurement of the camera control software, including all specified documentation and testing, will be made per lump sum.

10.0 BASIS OF PAYMENT

Accepted camera assembly items will be paid for at the unit or lump sum price for each of the pay items included in the contract. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

**SECTION (3):
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-D6, 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-D6. 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-D6 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 novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The 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 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. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, 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) **Prohibition of Employment of Unauthorized Aliens:** The Offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:
1. Submitting a completed, notarized copy of Attachment A, AFFIDAVIT OF WORK AUTHORIZATION and
 2. Providing documentation affirming the Offeror’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xrevprot/programs/gc_1185221678150.shtm.

- (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) **Insurance:**
- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:
 - 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 (4):
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 General Services Specialist, 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 General Services Specialist, 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., CDT, Wednesday, July 15, 2009**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Offerors to retrieve, **Monday, July 20, 2009**.

(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. Meeting all areas of Specifications 50 %
 - B. Proposed Method of Performance; 25 %
Overall technical approach and quality control plan
 - C. Cost, Fees and Expenses; 25 %

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 Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

(E) 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.

**SECTION (5):
PRICE PAGE**

(A) FEE SCHEDULE: The Offeror shall indicate below all fees for providing items in accordance with the provisions and requirements stated herein. Total cost shall be submitted with the response.

Indicate Model/Brand/ Manufacturer of proposed unit(s) below:

CCTV Requirements per Calendar Year			
2009	2010	2011	2012
40	37	36	29

Contract Period:	Quantity	Unit Cost	Extended Cost	Lead Time from Receipt of Order
Original contract period –DOA- June 30, 2010	77 Each	\$	\$	
First Renewal period- July 1, 2010 through June 30, 2011	36 Each	\$	\$	
Second Renewal period- July 1, 2011 through June 30, 2012	29 Each	\$	\$	
Camera Control Software, including all specified documentation and testing		Lump Sum	\$	
TOTAL COST				\$

Offeror's Authorized Signature:

Date:

Company Name:

ATTACHMENT A

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran's Signature

Service-Disabled Veteran Business Name

Missouri Address of Service-Disabled Veteran Business

ATTACHMENT B

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____.

Name of individual, all partners, or joint ventures:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show this name above in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. 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 351.570 and following, RS Mo. 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, Sec 102.6.6 and 102.6.7.

**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 subcontractors 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]

ATTACHMENT D
MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.