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REQUEST FOR PROPOSALS

TRAFFIC DATA AND TRAVELER INFORMATION SERVICES

RFP 6-050719

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LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and eight (8) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be returned to the offices of General Services Procurement **no later than 2:00 p.m., Central Daylight Time, July 19, 2005**.

MHTC reserves the right to reject any and all bids for any reason whatsoever.

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 services 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 Traffic Data and Traveler Information Services for the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (**MoDOT**) (both hereafter reference as **Department**). Proposals are being solicited from firms who have experience in providing this type of service on behalf of an organization such as MoDOT. Details of the scope of work, proposal format and Offeror selection process are contained in this announcement.

(B) **Background:** As the **Department** strives to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri, it must look for innovative, cost effective ways to provide safe, uninterrupted traffic flow on Missouri's transportation system. Providing real-time, reliable **traffic data** (average travel times, average speeds and all other traffic data available through non-intrusive data collection 24/7/365) to **transportation users** (travelers, commuters, freight haulers, etc.) shall assist the **Department** in accomplishing its mission.

In an effort to improve uninterrupted traffic flow, transportation safety and efficient movement of goods across our state, the **Department** has a desire to measure average travel times, average speeds and other traffic related information on transportation facilities. This data will not only be provided to our roadway users, but will also be used by the **Department** to help direct transportation improvement/investment decisions in how the **Department** plans, designs, builds, manages and operates the state's transportation system.

The purpose of this proposal is to identify a cost effective approach of collecting and reporting average travel times, average speeds and other relevant traffic information. The Department encourages innovation in the proposals. The scope of work has been developed into a three-phase approach. The primary purpose of this proposal is to explore various innovative, cost effective methods of collecting and reporting average travel times, average speeds and other relevant traffic information through non-intrusive technologies. The secondary purpose is to explore methods of sharing traffic data with internal and external partners and dissemination to our transportation users. The three-phase approach overview is as follows:

Phase	Objective	Deliverable
Test	**Development of traffic data collection and data integration**	**Developmental System – Integrated into existing Department activities**
Deployment	**Full deployment of traffic data collection and data integration**	**Implementation of the Deployment Plan**
Traveler Information Services	**Ongoing operation of traffic data collection and integration, and providing traveler information services**	**Implementation of Traveler Information and Operation Support Plans**

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

(D) **Contract Period**: It is the intent of the Department to award the contract(s) for an initial 2-year period with the option to renew for three additional 1-year periods at the sole discretion of the Department.

SECTION (2):
SCOPE OF WORK

(A) **Services:** The Offeror shall provide the following professional services:
Provide non-intrusive traffic data that is integrated and disseminated through both regional and statewide Advanced Traffic Management Systems (ATMS) and Advanced Traveler Information Systems (ATIS).

(B) **Specific Requirements:** The Offeror will provide to the General Services Procurement Division one original and eight (8) copies of a program proposal which will include the following:

1. **Proposal:** The Offeror may submit a proposal for services identified in Section 2(A). The Offeror shall furnish all necessary resources, not limited to, labor and equipment (includes all hardware, software, and firmware necessary for integration into existing **Department** ATMS and ATIS activities). The successful Offeror, including all proposed partners, shall attend a Public/Private Partnership Business Plan review meeting with the **Department**. Information gained from this meeting may guide and direct the **Department** on implementation.

2. **Limitation Disclosure:** The Offeror must clearly define the product and service limitations.

3. **Additional Applications:** Other applications and/or approaches that the Offeror believes adds value and could be of interest to the **Department** should be included in the proposal.

4. **<u>Public/Private Partnership Business Plan</u>**
The proposal shall include a Public/Private Partnership Business Plan, containing the elements detailed below. The objective is to provide a cost effective, proven method to supply reliable, real time traffic data and traveler information services:

- **Program Business Plan** that should include roles, responsibilities, expectations, desired outcomes, data archiving, data ownership, etc. for all partners that shall meet the objective of collecting, integrating, sharing and disseminating traffic data – average travel times, average speed, and other relevant traffic data that can be derived, etc.
- **Program Deployment Plan** that should include method of deployment, schedule of deployment, integration with existing **Department** activities, cost and/or resource needs, system performance measurements, etc. The map in Exhibit C illustrates the 5500 miles of roadway the **Department** would like to eventually have traffic data provided for.
- **Program Traveler Information Plan** that should include the roles and responsibilities of disseminating traffic data - what data and how it will be made available as defined in the Business Plan to internal (interagency and participating private partners) and external partners (other regional transportation agencies,

regional media, regional Information Service Providers, etc.) and to the roadway user, etc.

- **Program Operation Support Plan** that should include options for providing operational support of existing Transportation Management Centers, a statewide Advanced Traveler Information System (ATIS) that includes 511, web site, electronic alerts (pager, emails, etc.), etc.

5. **Contractual Agreements:** The **Department** and Offeror shall develop all necessary contractual agreements prior to Phase One that shall direct and guide the remaining phases. The **Department** reserves the right to terminate this service contract, if agreement is not reached between the **Department** and the Offeror. Existing Regional Partners shall be considered during contractual development and similar services shall be offered to them under similar contractual agreements, if they so desire.

6. **Software:** All software application development (including interface to existing activities), maintenance and operations shall be the Offeror's responsibility and at their expense. Details of existing MoDOT Advanced Transportation Management Systems are included below.

Kansas City Scout ATMS

The Kansas City Scout Advanced Transportation Management System (ATMS) is a freeway traffic and congestion management system, which became operational in January 2004. The ATMS collects traffic information and automatically detects incidents along the freeway system. Using Closed Circuit Television (CCTV) cameras, the operator can view the incident, determine the severity of the incident and if necessary contact local Emergency Medical Services (EMS), Motorist Assist, Police, Highway Patrol or Fire Department as required. The system also allows the ATMS operators to display messages on Dynamic Message Signs (DMS) as well as post real time information to the website (www.kcscout.net) to advise approaching traffic of the incident ahead so they can be prepared to slow down or exit the freeway to avoid the incident. The ATMS operators can also display messages advising the traveling public of unusually heavy congestion, blocked lanes and work zones.

Software

The ATMS is comprised of three major software components. Each of these software components were designed and developed by National Engineering Technology Corporation (NET). Kansas City Scout has just issued a two year ATMS Software Maintenance Agreement with NET to obtain critical fixes and enhancements.

Application Server

The first component of the Kansas City Scout ATMS is the Application Server. This server provides the user interface, talks to the Field Traffic Controllers (FTC), controls the video wall and switch controllers and performs all internal processing. This software is developed in Java and C++ on the HP UNIX Operating System. This software was ported to Kansas City Scout from the

California Department of Transportation (Caltrans) ATMS software. The user interface was a redevelopment of the Caltrans software in Java.

Data Base Server

The second component of the Kansas City Scout ATMS is the Data Base Server. This server provides all of the data base functions for storing historical data, configuration information and report generation. The database is implemented in Oracle 9i running on a HP UNIX Operating System. This was also a port of the Caltrans ATMS.

Field Traffic Controller

The third component of the Kansas City Scout ATMS is the Field Traffic Controller (FTC). The FTC provides the control interface for the CCTV pan/tilt and zoom (PTZ), the Dynamic Message Signs (DMS), and the vehicle detector stations consisting of either loops or radar detectors. The FTC software is developed in C++ and is a totally new development. The ATMS Application Server communicates with the FTC in a NTCIP compliant format. The FTC communicates with the field devices in the NTCIP compliant format for the DMS, but converts the commands into the native communication protocol required for the CCTV PTZ and the vehicle detector stations.

Gateway Guide ATMS

The Kansas City Scout ATMS software is currently being modified by NET and shall be used in the Gateway Guide ATMS in St Louis. The telecommunication architecture shall be adjusted slightly from Kansas City Scout (the front end processor will reside at the TMC instead of at the field level) and the ATMS application servers will be upgraded based on new technology availability.

Ozarks Traffic/Branson TRIP ATMS

Ozarks Traffic/Branson TRIP ATMS software development is the initial stage with PB Farradyne serving as the lead consultant.

7. **Phase One – Test:** This phase will serve as the developmental phase for the Non-Intrusive Traffic Data collection and integration. The objective is to build an integrated developmental system that will address architectural, technical and fully operational risk issues. This development system (proto-type) will be deployed under field conditions to be evaluated against system performance measurements. This test shall be a minimum of five freeway miles and five arterial miles. The test sections shall provide accurate, real-time traffic data in one-mile segments and demonstrate data integration into a regional ATMS.

   The Department may cancel the Agreement at any time for any reason whatsoever, with or without cause, including for the convenience of the Department, by providing the Offeror with written notice of cancellation. The Offeror is advised that the Department will reevaluate this Project after Phase 1 and, depending on the evaluation, may not proceed with any further work or future phases. Should the Department 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.

8. **Phase Two – Deployment:** This phase will serve to deploy the integrated operational system based on the **Department's** schedule and available funds. The map in Exhibit C illustrates the 5500 miles of roadway the **Department** would like to eventually have traffic data provided for. The integrated operational system (data collection and integration into **Department's** existing activities) shall meet or exceed the program acceptance test plan developed in Phase One.

   Real-time, reliable traffic data on the roadways shall be provided 24/7/365. Additional data such as relative traffic volumes (heavy, medium, or light), incident detection, origin/destination data, etc. are also valuable to the **Department**, and should be included in the proposal if they are available. If devices are installed on the Department's right-of-way, they must conform to **Department** standards and permit processes.

   Quarterly Travel Time Reports shall also be provided, for inclusion in the Department's accountability and performance publication, *Tracker* (available at http://www.modot.org/).

   We anticipate a rapid deployment with Phases One and Two being completed within 6 months from notice to proceed.

9. **Phase Three – Traveler Information Services:** This phase includes providing traveler information services such as 511, TMC operation, web pages, personalized traffic alerts, etc. The full or partial incorporation of Phase Three-Traveler Information Services shall solely be at the **Department's** discretion and may require additional contractual authority to implement.

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

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 Chief Engineer 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 Traffic Division. 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 Traffic Division 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, subconsultants, 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 the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which Executive Order is incorporated herein by reference and is made part of the Agreement. This Executive Order promulgates a Code of Fair Practice for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Offeror shall also 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) 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.

(J) 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.

(K) Cancellation: MHTC may cancel the Agreement at any time for any reason whatsoever, with or without cause, including for the convenience of MHTC, by providing the Offeror with written notice of cancellation. The Offeror is advised that MHTC will reevaluate this Project after Phase 1 and, depending on the evaluation, may not proceed with any further work or future phases. 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.

(L) 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

phases 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.

(M) **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.

(N) **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.

(O) **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.

(P) **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.

(Q) **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.

(R) **Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of

such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

(S) 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	$400,000 per occurrence and $2,500,000 aggregate;
b. Automobile Liability	$400,000 per occurrence and $2,500,000 aggregate

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

(T) Contract Award: The Offer shall agree and understand that the MHTC has the right to make multiple awards as a result of this RFP.

SECTION (4):
PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Offerors **must** use forms provided by the Department. If additional space is needed, respondents should attach additional sheets referencing the appropriate response page. Proposals should be priced, signed and returned (with necessary attachments) to Leann Kottwitz 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. All information pertaining to this request and resulting responses will not be available for review until a final contractual agreement is issued. 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:

   Ms. Leann Kottwitz
   Missouri Department of Transportation
   830 MoDOT Drive, P.O. Box 270
   Jefferson City, Missouri 65102-0270
   Telephone No.: (573) 751-3685
   Facsimile No.: (573) 526-1218
   E-mail address: leann.kottwitz@modot.mo.gov

5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding the RFP or proposal requirements shall be submitted **on or before 2:00 p.m., Central Daylight Time, June 21, 2005**, by facsimile transmission (fax), electronic mail (email), or in writing, to Ms. Leann Kottwitz at the address listed above. No questions about the RFP will be entertained after the due date for Written Questions.

Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/NonHighway-ConstructionBids.htm in the form of a written addendum. **It is anticipated that this addendum will be issued on June 28, 2005**. No contact with MHTC Board members or other MoDOT staff will be allowed during the RFP process. Any contact with these individuals will be grounds for disqualification. It will be the responsibility of the Offeror to access MoDOT's website in order to obtain any and all addenda issued during the course of this RFP process.

6. **Preparation of Proposal:** Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. For ease of review, the proposals should follow the outline in the Section 4(B) of this request for proposal. All Offeror's proposals shall be limited to 50 pages (letter size 8 ½ by 11 inches) in length.

7. **Time and Location of Offeror's Presentation**: Selected Offerors may be requested to provide in-person presentations. Those Offerors will be notified to arrange specific times.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies that the Offeror has served or currently serves. The Offeror should provide, on Exhibit A, the following information related to previous and current services/contracts performed by the Offeror's organization during the past three (3) years and any proposed subcontractors that are similar to the requirements of this RFP.

    - Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
    - Dates of the service/contract; and
    - A brief, written description of the specific prior services performed and requirements thereof.

2. **Personnel.** The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror must submit detailed information related to the experience and qualifications, including education and training, of proposed personnel. Specifically, the Offeror must submit information regarding: (1) Each personnel member to be assigned to this project and (2) Personnel experience directly applicable to the RFP requirements, including, but not limited to, traffic data and

traveler information services. The Offeror must utilize Exhibit B for summarizing the personnel information.

Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.

3. **Proposed Method Of Performance.** Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror must present a written narrative that includes a Public/Private Business Plan and demonstrates the method or manner in which the Offeror proposes to satisfy the three phases described previously in this document. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. **All Offeror's proposals shall be limited to 50 pages (letter size 8½ by 11 inches) in length.** In presenting the method of performance, the Offeror must submit or describe the following:

   - Provide a Public/Private Partnership Business Plan, containing the following elements: Program Business Plan, Program Deployment Plan, Program Traveler Information Plan, Program Operation Support Plan. The objective is to provide a cost effective, proven method to supply reliable, real time traffic data and traveler information services.
   - Provide detailed information on how a Public/Private Partnership would be established and describe all benefits for both Public and Private partners.
   - Provide detailed information on how the Offeror would build an integrated developmental system and what performance measurements are applicable.
   - Provide detailed information on how the Offeror would integrate data collected into the Department's activities (current regional systems, *Tracker*, future and current statewide ATIS – 511, work zone management, etc.).
   - Provide detailed information on how the Offeror would propose providing traveler information services, including a list of proposed services with associated costs and details of operation.
   - Provide the proposed project schedule, including a timeline for each phase with an overall estimate of project completion. The estimate for project completion of Phases One and Two shall be no longer than six (6) months following award of the contract.

4. **Cost, Fees and Expenses.** The objective evaluation of cost shall be conducted based upon a total amount cost for **Phase One** and **Phase Two**.

   a. Utilizing the total cost determined from above, cost points shall be determined using a scale of 25 possible points and the following formula:

   (Lowest Responsive Price/Compared Price) x 25 = Cost score points

5. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(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. Experience, expertise and reliability; (20 points)
   B. Proposed Method of Performance; (35 points)
   C. Cost, Fees and Expenses for Phases One and Two; (25 points)
   D. Recommendations from references; (10 points)
   E. Overall clarity and quality of proposal; and (5 points)
   F. Additional services and data provided (10 points)

   From this evaluation, the Department will establish a short list of prospective candidates to invite for an Oral Presentation. Scores will be reassessed given information presented or information clarified during the Oral Presentation.

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 services 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. The MHTC reserves the right to award some or all of the services identified on the Price Page.

SECTION (5):
PRICE PAGE

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

Any applicable cap on out-of-pocket expense also should be noted.

A. Phase One – Test	$ _____
B. Phase Two – Deployment (Cost per mile segment)	$ _____
C. Phase Three – Traveler Information Services (List Proposed Services and Associated Costs)	$ _____

For this RFP, the **Department** shall consider Phase Three – Traveler Information Services as future services that will be developed and defined during the course of this project. The **Department** reserves the right to negotiate with the successful Offeror of this RFP or to seek other service providers in the performance of these services.

EXHIBIT A
OFFEROR'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____
CONTACT
PERSON _____ TITLE _____

ADDRESS _____

CITY _____STATE _____ ZIP _____

TELEPHONE _____FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

_____

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

_____ _____
(Name) (Title or Position)

Specific Role in this Contract Work: _____

_____

_____

Experience/Previous Related Work Assignments: _____

_____

_____

_____

_____

Educational Qualifications: _____

_____

_____

_____

Previous Government Experience: _____

_____

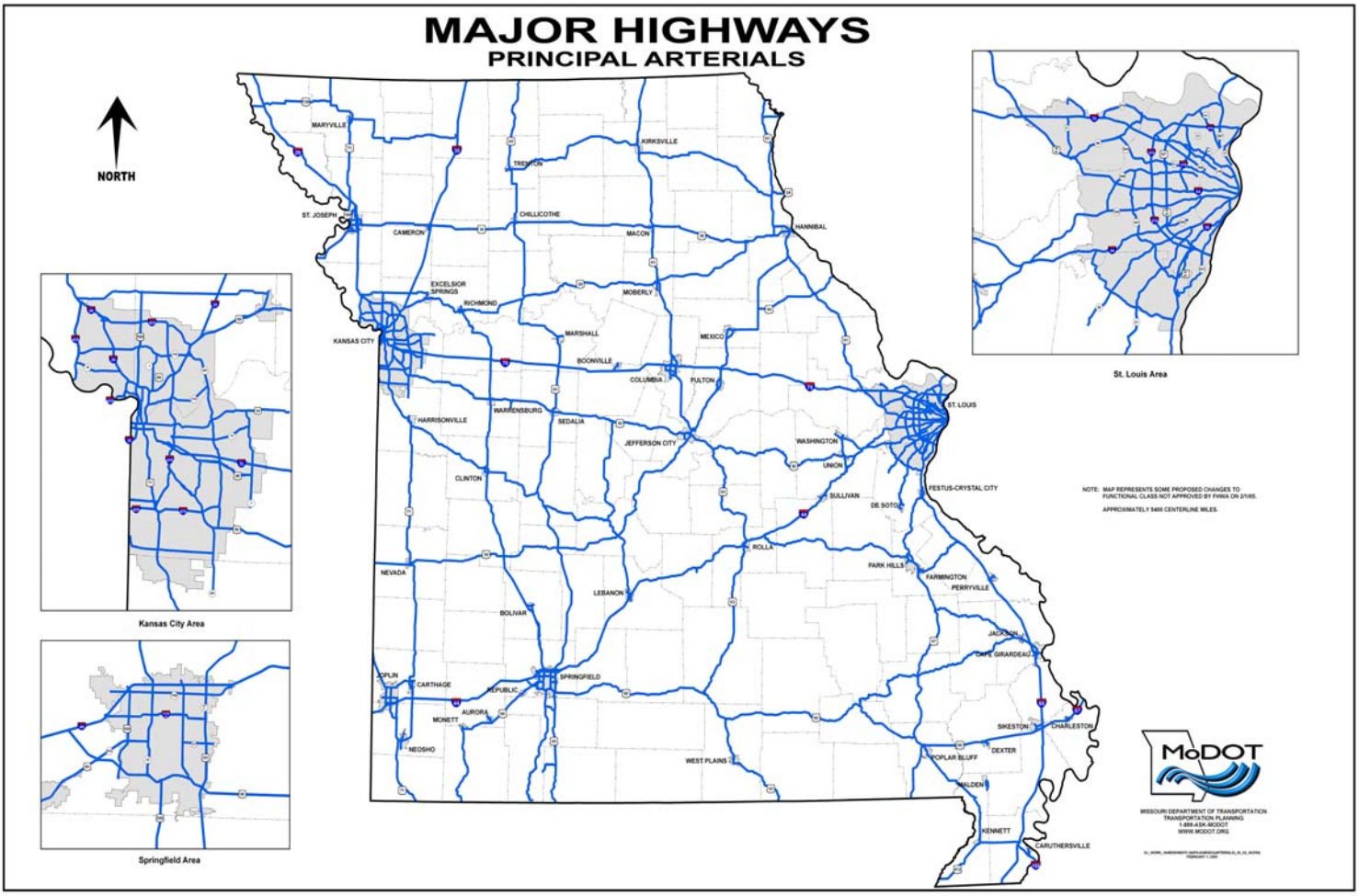
_____

_____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

EXHIBIT C
ROADWAY MAP



STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. For bids/proposals of $25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.

g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.

h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery,. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, 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.

c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

b. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.

b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled "PREFERENCE IN PURCHASING PRODUCTS" should be completed and returned with the solicitation documents.

2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

c. MHTC may cancel the Agreement at any time for any reason whatsoever, with or without cause, including for the convenience of MHTC, by providing the Offeror with written notice of cancellation. The Offeror is advised that MHTC will reevaluate this Project after Phase 1 and, depending on the evaluation, may not proceed with any further work or future phases. 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.

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

a. The Contractor 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 the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.

b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.

c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

SPECIAL TERMS AND CONDITIONS

Information and Reports

a. The Contractor 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 Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

b. The Contractor will comply with local laws involving safety in the prosecution of the work.