REQUEST FOR PROPOSALS
FOR EQUIPMENT AND CONSULTING SERVICES /
FACIAL RECOGNITION SOFTWARE SYSTEM

East-West Gateway Council of Governments
Gateway Tower
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

March 17, 2014
Request for Proposals  
for  
Equipment and Consulting Services / Facial Recognition System

East-West Gateway Council of Governments (“the Council” or “East-West Gateway”) is seeking a qualified vendor to provide a facial recognition software solution in the St. Louis region, which is defined as the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis and the City of St. Louis and the Illinois counties of Madison, Monroe and St. Clair.

Proposals are due on April 24, 2014 at 1:00 p.m. local time to the following address:

“RFP – Facial Recognition System”  
c/o Mr. Ed Hillhouse  
Executive Director  
East-West Gateway Council of Governments  
1 S. Memorial Drive, Suite 1600  
St. Louis, MO 63102-2451

Faxed or emailed proposals or proposals submitted with an inadequate number of copies will not be accepted. Unless otherwise due to extenuating circumstances and approved by the Council in advance, any proposals received after the date and time listed above will be rejected and returned unopened.

A mandatory pre-submittal meeting is scheduled at East-West Gateway’s Office at 1 S. Memorial Drive, Suite 1600, St. Louis, Missouri 63102 at 1:00 p.m. CST on March 25, 2014. One person from the prime consultant who it expects will be assigned a lead role in the project must participate in the meeting. Attendance by sub-contractors is optional. The intent of the meeting is to provide submitting firms the opportunity to ask questions and meet with staff to get a greater understanding of the goals and expectations of this project.

The Council will post any supplemental information as necessary on the Council’s website: www.ewgateway.org.

Please visit our website periodically to check for any additional information.
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I. Introduction

The St. Louis Area Regional Response System (STARRS) is seeking a qualified vendor to provide a facial recognition software solution in the St. Louis region, which is defined as the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis and the City of St. Louis and the Illinois counties of Madison, Monroe and St. Clair.

II. Mandatory Pre-Proposal Meeting

A pre-proposal conference is scheduled on March 25, 2014 at 1:00 PM CDT at Council offices, One Memorial Drive; Suite 1600, St. Louis, MO. Attendance or participation via conference call is mandatory. Proposals will only be accepted from firms represented at the meeting. If you wish to participate through the conference line, call Brian Marler at 314-421-4220, ext 277 or email at brian.marler@ewgateway.org with “FACIAL RECOGNITION CONFERENCE” in the subject line. Instructions will be given out to those who register.

III. Scope of Work

A primary objective of this project is to provide a system which will be 100% interface compatible with the Federal Bureau of investigation (FBI) Next Generation Identification (NGI) program for face recognition. The successful vendor must have the ability to provide a solution that integrates with the FBI NGI program for face recognition. In addition, the successful vendor must have the ability to provide a solution that integrates and is 100% Advanced Programming Interface (API) compatible with the State of Missouri Department of Revenue’s (DOR) face recognition system and the Missouri Sheriff’s Association Face Recognition database.

The winning vendor’s product must have been a participant in the National Institute of Standards and Technology (NIST) Multi-Biometric Experiment (MBE) 2010 still face benchmark and provide thorough documentation of the results of this test. The results of this experiment will be a critical evaluation tool of all proposals due to the amount of effort this process dedicated to a fair evaluation of a complex and new technology. The primary focus of our examination of the results will be on scalability and search performance.

The successful vendor must have experience in state wide BIOMETRIC SOLUTIONS, Facial Recognition and central storage solutions.

The successful vendor must have proven experience with various public safety sectors, and must be licensed to do business in the State of Missouri at the time of contract award.
The successful vendor must implement the solution on St. Louis County’s choice of commodity Intel-based commercial-off-the-shelf (COTS) hardware that can be procured independently. The implementation must also allow easy capacity expansion by allowing the St. Louis County’s in-house technical team to add COTS hardware themselves as their business needs change.

The proposal must include minimum hardware architecture and requirements, providing the region an ability to verify it can host the proposed solution.

**Identity Management Solution**

The successful solution must provide a multi-biometric platform for identity management solutions.

The successful solution must provide an Advance Programming Interface (API) which can assess biometric image quality, create biometric templates, execute one-to many searches, and execute one to one verifications. The API must also be designed to search the following biometric modalities individually or in combination: Facial Recognition—Being the only modality at this time, but expandable to:

- Fingerprint Recognition
- Iris Recognition
- Latent finger and palm prints

The search engine has to have a plug-in architecture that allows integration of additional modalities in the future. The biometric solution must include industry leading flexibility and extensibility.

The search engine must use an algorithm that was found favorable in a NIST study.

The search engine must be highly modular providing a true Service-oriented Architecture (SOA) implementation; not a monolithic system encapsulated to look like a SOA implementation.

The solution must be "Fundamentally multimodal" as opposed to “patchwork multimodal" enabling a single identity record containing face, finger, and iris biometrics. The system must be designed from the ground up to be multi-modal and easily scales to add additional biometric search capabilities.

The core biometric algorithms must be property of the winning vendor to ensure access to latest innovations.

The successful solution must provide easy integration via web service methods allowing rapid, low-risk development of initial operating capability.
The successful solution must provide any database persistence requirements using Microsoft SQL Server 2008r2 64-bit.

The biometric solution software product must be architected primarily on Java and other COTS environments.

The biometric solution external interfaces must be provided as Simple Object Access Protocol (SOAP) interfaces. This open architecture allows simpler, more cost-effective integration into St. Louis County’s Fusion Center Service Oriented Architecture (SOA) without having to rely on Bidder specialists working in a closed architecture.

The biometric solution must allow a developer partner or end-user agency to easily customize identity-related workflows and business processes. This should be possible through the use of open technologies and modular design rather than the closed technologies.

The biometric solution must be designed for multi-biometric operations from the ground up, supporting face, fingerprint, palm-print and iris biometrics in a single identity management architecture.

The Biometric solution must allow St. Louis County Fusion Center to deploy one biometric today and seamlessly add others.

The biometric search engine must provide standard core services including, but not limited, to:
1) Updated, state-of-the-art interfaces. Application Interfaces in standard SOAP protocols (SOAP with Message Transmission Optimization Mechanism (MTOM), Java Message Service (JMS) with Attachments).
2) Template Generation Services for the creation of biometric templates from biometric images.
3) Template Matching Services for the matching of 1:1 and 1:N biometric template galleries that are fully configurable.

The successful solution must provide one set of software for all system services (application servers, configuration services, core services).

The successful solution must provide automated internal management and backup service.

The successful solution must be:
1) Standards based.
2) Fully abstracted.
3) Fully redundant.
4) Fault resilient.
5) Designed for easy scale up.
6) Designed for integration flexibility.

The successful solution must provide a well-documented Advance Programmers Interface (API) to all functionalities provided by the proposed solution.

The proposal must describe the plan to provide the facial recognition solution.

**Biometric Requirements**

All bidders must provide documentation detailing the
1) Client workstation requirements.
2) Face recognition searches and algorithms used.
3) The solutions speed, accuracy, workflow, search engine and architecture needed to provide the biometric solution.

The biometric solution must guarantee, by design the following:
1) Scalability for database size.
2) Scalability for throughput.
3) High availability and fail-over support.
4) High efficiency via intelligent management of service queues resulting in optimal use of processing resources.

**Enrollment Requirements**

The proposal must provide an API which can be utilized by the purchaser to enroll an initial 500,000 images. This API must manage the scrubbing, cleansing and migration of the images and any associated metadata. If the API does not provide these requirements, the proposal must document the expectation of data preparation by the purchaser.

The proposal must describe the plan for day to day image enrollment into the biometric solution.

The winning vendor’s proposal must include pricing for an initial enrollment of up to 500,000 images, and provide pricing for additional images at an identical or lower cost per image at future dates.

**Advanced Programmer's Interface (API) Requirements**

The Advanced Programmer's Interface provided by the proposal must meet the following
Requirements:

1) The Fusion Center expects to develop software which will enroll jpeg booking images into the face recognition system provided by the proposals. The API must support this activity.

2) The Fusion Center expects to develop software which will allow users utilizing a java 5 web application to upload images captured by the end users. The API must allow a custom developed application to search the proposed face recognition system utilizing a jpeg image captured by the end user.

3) The API must be accessible from a java based client application. Exposing the API as Web Services is an acceptable level of compatibility with java if standard java interface are not available.

4) The API must allow for the enrollment of a jpeg image.

5) The enrollment process must also allow for the inclusion of metadata while enrolling a corresponding image. The metadata must support all of the common personal identification attributes commonly used within law enforcement organizations. This includes but is not limited to last, first and middle names, social security number, gender, race, height, weight, unique identifier and State Id.

6) The enrollment API must have the ability to recognize and reject images that are unacceptable for enrollment and reject those images. For instance if the client application submits a profile picture for enrollment into the face recognition solution the API must reject the images and notify the client application of the failure.

7) The API must have the ability to accept a jpeg image captured by the end user utilizing a custom built application, and perform a search of all the enrolled images within the proposed solution.

8) The result of providing a probe image to the API must be a set of the best matching enrolled images. The result must contain at a minimum key meta data and a score indicating the likeliness that the match is the same individual as the probe images submitted to the API.

9) The results provided by matching a probe image must also contain an identifier that can be utilized by the client application to correlate the match to the source data in the system that the image was enrolled from.

10) The proposal must document what percentage of the functionality available in the vendor application included as part of the proposal is made available to a developer through the API.
11) The vendor must allow access to the documentation for its API to the St. Louis Fusion Center and must ensure this documentation is kept current for any changes introduced within the maintenance/warranty period of the proposal.

12) The proposal must include any resources and costs that the vendor will require in order to support an external developer or development team to successfully develop a client application which can enroll jpeg images and search the enrolled images using jpeg images captured via an html client and display the best matches to the client as defined in the requirements.

**Equipment**

One facial recognition search workstation will be provided by the vendor. The face recognition search workstation is required to meet or exceed the following specification: Tower, Intel Core i3 Processor, 3.0GHz, Windows 7 64 bit-English, Integrated Intel HD Graphics, 4GB PC3 1600MHz, 16x DVD +/-, 19" LED LCD Monitor, Cisco ASA 5505 10-User Bundle. Warranties must be specified.

All proposals must provide the hardware, networking, server, encryption, backup, and disaster recovery hardware specifications needed for your biometric solution to provide adequate service based on the following specification:

1) 500K images with growth to 1M facial images
2) 40 searches per hour at a minimum
3) 1 client workstation user
4) 100+ web (mobile) users.

Solution must run on Linux or Microsoft operating systems. St. Louis County will provide operating system.

All proposals must provide expected useful life and warranty information.

**Training and Support**

All proposals must detail support options including training and technical support to the buyer.

All proposals must detail support and cost for developing the biometric solution API.

**Security**

The Bidder must detail measures used under the proposed solution to safeguard data integrity. It is also required by the St. Louis County Fusion Center that Bidder encrypt
all data in the biometric solution and new data migrated to the biometric database. All data is owned by St. Louis County and cannot be sold or used by the Bidder in any way.

All data is to be encrypted using whole-disk encryption methods, including transmission between capture workstations and the back-end systems like the Central Server.

**Program Approach & Implementation Plan**

The proposal must provide a high level description of its approach to implementing the solution for biometric search engine and mobile application. This description must include at a minimum, the following project management-related plans and solution activities:

1) A Project Plan describing all activities needed for the successful implementation of the solution, including all deliverable, tasks, milestones and dates.

   The project plan must define the following milestones and effort by the vendor to accomplish the milestones:

   a) Solution Installation
      Installation of all software and infrastructure needed by the solution.
   b) Image enrollment application development support.
      Provide support to a development team which will create and test an application utilizing the solution API which will be responsible for enrolling images into the solution. It is estimated that this effort will span 75 days.
   c) Support enrollment of newly captured images.
      The vendor will be required to support an effort to enroll newly captured images on a schedule for a period of up to two weeks after the initial enrollment is completed.
   d) Support the development of a mobile probe image search application.
      Provide support to a development team which will create and test a probe image search application utilizing the solution API which will search all images enrolled in the solution and display matches returned by the solution for evaluation by the user. It is estimated that this effort will span 160 days.

2) A breakdown of proposed staff and staff needed throughout the project by milestone and by position type.

3) A Project Plan must include the scrub, cleansing, and migration of the initial demographic and facial images and also the ongoing enrollment of data/images daily.
4) A summary of the system test plan adequate to ensure errors are identified and corrected prior to user acceptance testing, including quality assurance, RFP template iterative testing and other methods to ensure a seamless transition from the existing issuance system.

5) The plan must accommodate for electronically maintain the project documentation at all times, updating it as necessary and making it accessible by all authorized staff.

Other

DEMONSTRATION: If requested, vendors must be able to provide a demonstration on their proposed system on Friday, May 2, 2014 at Council offices.

IV. Content of The Proposal

Proposals in response to this request should be directed to “RFP – Facial Recognition System” c/o Mr. Ed Hillhouse, Executive Director, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600 St. Louis, MO 63102, no later than 1:00 p.m. local time April 24, 2014. Proposals received after this time will be returned unopened. Three (3) printed copies and one electronic copy in *.pdf format on a CD of the proposal should be enclosed, along with a letter from a firm principal committing the proposal for a minimum of ninety (90) days.

The items listed below must be addressed in the proposal. If all the items listed below are not provided then the proposal may be deemed non-responsive and will not be evaluated. The Council reserves the right to request missing information only if that information is considered minor in nature and does not impede our ability to evaluate the responding firm’s quality of work, experience, and/or its ability to perform the requested work. In addition to the items listed below, proposers should ensure that their proposals provide all information relevant to proposal evaluation; the evaluation criteria are listed in Section IV.

A. Scope of Work. The general scope of work has been developed by the East-West Gateway staff. Proposals must indicate if the proposer is proposing on all or parts of the scope of work. Proposers must include further detail regarding specific methodologies or approach being proposed. Specifically, proposals should include all the information requested in Section II of this RFP.

B. Contract Price. The Council intends to award a single fixed-fee contract. Proposals must indicate the proposed price/cost of services to be provided.
C. **Person/Hour Commitment Schedule.** Proposals also must include a person-hour commitment schedule for all key personnel. Attachment G-Cost Commitment Schedule, or its equivalent, must be included with the proposal.

D. **Corporate Profile.** The proposer shall provide the following information on their corporate structure, history, experience and ability:

1. Firm name and business address, including telephone number.

2. Year established, (include former firm names and year established, if applicable). Identify the state in which the firm was organized or incorporated. In addition, vendor must provide the number of years and scope of experience in the facial/biometric industry.

3. Type of ownership, and name and location of parent company and subsidiaries, if any.

4. An indication of whether the firm is registered to do business in the States of Missouri and Illinois.

5. A general description of the firm’s core business and some breakdown of the percentage of total revenues generated from similar services. The proposer must provide the type of business ventures in which the company is involved.

*(Proposers that intend to use subcontractors and/or work in some form of joint venture partnership must provide the same information for each subcontractor and/or each member of a joint venture.)*

E. **Evidence of Appropriate Resources and Capacity.** The proposer shall provide a description that effectively documents their capacity to take on the work outlined in this RFP and effectively manage the associated risk. This description shall include, but is not limited to, the following issues:

1. A summary of the proposer’s current financial strength.

2. A summary of current or anticipated work commitments through the course of the contract term (June 10, 2014 – July 31, 2015).
3. A summary outlining the proposer’s capacity to take on and complete the work outlined in this RFP in addition to existing and anticipated commitments.

4. A summary outlining the proposer’s ability to secure and retain any subcontracted resources throughout the course of the contract period.

F. Insurance Requirements. The responding must affirm that it, and each of its subcontractors, will be able to meet the insurance coverage requirements listed in Parts 1) and 2) below if it is awarded the contract on this project. These insurance requirements will be included in any contract entered into between the selected consultant and East-West Gateway. Once the contract is awarded, the responding firm will be required to submit proof that it has the required type and amount(s) of insurance coverage(s). East-West Gateway reserves the right to require higher or lower coverage limits where warranted.

1. The selected consultant is required to carry and shall cause its subcontractors to carry commercial general liability and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Council as an additional named insured. The current minimum required insurance coverage amounts are as follows:

   Commercial General Liability Insurance (combined single limit):
   
   $3,000,000 aggregate limit and
   $1,000,000 per occurrence

   Commercial Automobile Liability Insurance, Hired and Non-Owned Vehicles (combined single limit):
   
   $1,000,000 each accident.

2. Unless otherwise exempt under law, the selected consultant is also required to carry insurance in the amount stipulated by law to protect it from claims under worker’s compensation acts. A consultant who is claiming an exemption will be required to submit to the Council proof that the firm is exempt from this requirement under the law.

G. Qualifications. Proposals must indicate the proposer’s (including subcontractors) specific prior experience and qualifications applicable to this project. Proposals must include a brief narrative (4 pages maximum)
regarding the firm’s capabilities to carry out the project, including special assets, areas of expertise, analytical tools, and data sources to which the firm has access. Proposals must also include the following:

1. Resumes (or equivalent) of key personnel to be assigned to the project, showing technical education and training of those personnel, including any special experience, certifications, licenses and memberships in professional associations. Experience summaries of these key individuals must be provided. These summaries should clearly identify prior experience (including real event experience) on similar projects in similar roles, and outline the responsibilities these individuals will have in the context of this project. Full resumes of these individuals may be included as an attachment.

2. An indication (in number of hours) of the amount of time that each key person will dedicate to the project.

3. The Bidder must describe in detail at least five (5) implementations similar in scope along with schedules involving delivery of identification and provide detail that would demonstrate the Bidder meets the mandatory requirements. Please provide contact information including phone number and email address for contacts at each US state-wide location. The list should include: contract amount(s), funding source(s), description of work performed, client contact person(s), phone number(s), and email address(es).

H. Conflict of Interest Disclosure. Actual and perceived objectivity will be an important part of successfully completing this project. All proposers must enclose with their proposal a Conflict of Interest Disclosure statement (Attachment A) that discloses (lists) all the interests and/or clients who might benefit financially, directly or indirectly, now or in the future, from this project. If the proposer does not have a conflict of interest, the proposer must still include the Conflict of Interest Disclosure statement indicating that there is no conflict of interest.

I. Affirmative Action Checklist. All proposers must complete and enclose with their proposal the affirmative action checklist attached to this Request For Proposal (Attachment B).

J. DBE/SBE/WBE/MBE Participation. The Council encourages disadvantaged, small, women-owned, and/or minority business participation. Proposers must include the DBE/SBE/WBE/MBE Participation Form (Attachment D) in the proposal, even if the DBE/SBE/WBE/MBE participation is zero (0).
If the proposer intends to participate as a DBE/SBE/WBE/MBE or intends to hire or has hired a DBE/SBE/WBE/MBE subcontractor, then the proposer must also submit with their proposal the attached Letter of Intent to Perform as a DBE/SBE/WBE/MBE (Attachment C) or an equivalent letter for each certified participant. Proof of DBE/SBE/WBE/MBE certification is required for all certified participants and must be included in the proposal.

K. Certification Regarding Debarment and Suspension. All proposers must complete and enclose with their proposal the Certification Regarding Debarment and Suspension (Attachment E).

V. Evaluation Criteria

East-West Gateway will not award the contract for this project to a proposer that it determines is not responsible. East-West Gateway’s determination of a proposer’s responsibility may include the following factors: experience of the offeror and its key team members and subcontractors; its and their past conduct and performance on previous contracts; and ability to execute the contract for this project properly. East-West Gateway may make the determination regarding responsibility based upon the proposer’s submitted proposal, reference evaluations, a review of the offeror’s financial ability, and any other information East-West Gateway requests or determines is relevant to its determination. Many of these factors may also be used in the next level of the evaluation process.

All proposals determined to be from responsible offerors and that meet the minimum RFP requirements listed in Section III will be evaluated according to the factors listed below. The factors are listed in order of priority, from greatest priority (Part A) to lowest priority (Part E). In order to receive the maximum number of points available in each category the proposal should clearly indicate how the proposer meets each factor listed below, as each relates to the project described in Section II of this RFP.

A. Specialized experience and technical competence of the contractor(s) and assigned personnel relative to the task requirements outlined in Section II of this RFP.

1. Qualifications and experience of the prime contractor(s) and subcontractor(s)
2. Qualifications and experience of the consultant’s prior experience performing survey work similar to that described in this RFP
3. The consultant’s knowledge of and experience the facial/biometric industry

B. Proposer’s understanding of the scope and conditions related to the project.
1. Proposer's proposed methodology and approach to the project, to include the technology and/or methods the proposer intends to use to produce the project deliverables
2. Demonstrated understanding of the proposed scope of work
3. Understanding and knowledge of Federal requirements and regulations, as demonstrated through previous work experience on similar projects that were funded with Federal grant monies or other public funding sources
4. Overall organization and clarity of the proposal

C. Previous work experience of the project team and satisfactory accomplishment of contract responsibility, as demonstrated through references, facial/biometric system implementations, and other required information about the contractor’s and/or subcontractor’s firm.

1. Quality of facial/biometric systems
2. Ability to meet work schedules
3. Responsiveness to client input
4. References

D. Project cost & schedule of workforce commitment.

1. Total project cost
2. Project schedule
3. Total hours/level of assignment committed

(While cost is one factor considered in the evaluation process, the Council reserves the right to select a proposal other than the one with the lowest cost.)

E. DBE/SBE/WBE/MBE Participation.

1. Level of DBE/SBE/WBE/MBE participation
2. Previous work experience of a DBE/SBE/WBE/MBE contractor relative to task assignments
VI. Selection Procedures

A consultant will be selected by East-West Gateway after analysis of all of the information provided in the proposals. East-West Gateway will make the award to the responsible proposer whose proposal is most advantageous to the Council. The Council reserves the right to negotiate a contract, including the scope of work with any responsible proposer or other qualified party. The Council reserves the right to select a proposal other than the one with the lowest proposed cost.

This RFP does not commit East-West Gateway to award a contract, to pay any costs incurred in the preparation of a response to this invitation, or to procure or contract for services or supplies. The Council reserves the right to accept or reject any or all of the responses received as a result of this RFP, or to cancel this request in whole or in part if it is in the best interest of the Council. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent, or director of the Council for the purpose of influencing a favorable disposition toward either the proposer’s proposal or any other proposal submitted as a result of this RFP.

All proposals submitted under this RFP become the exclusive property of East-West Gateway. Proposers should be aware that any information submitted in response to this RFP might be subject to disclosure under the Missouri Sunshine Act and/or the Federal Freedom of Information Act. East-West Gateway will handle all requests for information in regard to this RFP in accordance with the applicable federal and state statutes, and will not disclose any information submitted in response to this RFP prior to the selection and retention of a consultant unless authorized in writing to do so by the proposer or compelled to do so by law or judicial decree.
VII. Nondiscrimination Requirements

The selected consultant shall not discriminate on grounds of the race, color, religion, creed, sex, national origin or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The selected consultant shall not participate either directly or indirectly in the discrimination prohibited by 6 CFR Part 21 or 44 CFR Subtitle A, Part 7 including employment practices.

These nondiscrimination requirements shall apply to all solicitations either by competitive bidding or negotiation made by the successful consultant for work to be performed under a subcontract, including procurement of materials or equipment. The selected consultant shall notify each potential subcontractor or supplier of these requirements relative to nondiscrimination on grounds of the race, color, religion, creed, sex or national origin or ancestry of any individual.
VIII. Disadvantaged Business Participation
And Equal Opportunity Provisions

The Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) has promulgated regulations to ensure that disadvantaged business enterprises (DBE), including small and minority firms (SBE/MBE), women’s business enterprises (WBE), and labor area surplus firms, have an equal opportunity to participate in projects that are wholly or partially funded with DHS grant money. Small and minority firms, WBE, and labor area surplus firms are encouraged to submit proposals as prime contractors for this project. Firms are required to take affirmative steps to ensure that small and minority firms, WBE, and labor area surplus firms are used on this project when possible. These affirmative steps include:

(a) placing qualified small and minority businesses and WBE on solicitation lists for subcontracts and/or joint ventures;

(b) assuring that small and minority businesses and WBE are solicited whenever they are potential sources of work and/or supplies;

(c) dividing total project requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and WBE;

(d) establishing delivery schedules, where the RFP permits, which encourage participation by small and minority businesses and WBE; and

(e) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

In order to be considered a DBE, WBE or a small or minority firm, a firm must be certified and registered as a DBE, SBE, WBE, and/or MBE with the Missouri Office of Equal Opportunity, the Missouri Department of Transportation, the Illinois Department of Transportation, and/or the U.S. Small Business Administration.
IX. Protest Procedures

In the course of this solicitation for proposals and the selection process, a proposer (bidder or offeror whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by the staff and/or the selection committee which could unfairly affect the outcome of the selection procedure. All protests should be in writing and directed to Mr. Ed Hillhouse, Executive Director, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102. Protests should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer received notification of the outcome of the selection procedure. The protest should clearly state the grounds for such protest.

Upon receipt of the protest, the Executive Director will review the actual procedures followed during the selection process and the documentation available. If it is determined that the action(s) unfairly changed the outcome of the selection process, negotiations with the selected proposer will cease until the matter is resolved.
X. Additional Information

Direct inquiries regarding this RFP to leah.hummert@ewgateway.org. Inquiries regarding this RFP must be submitted no later than 1:00 p.m. local time on April 8, 2014. The Council will not accept any inquiries after that date and time. In order to ensure that all potential proposers receive the same information relative to this solicitation, we will post our response to any request for supplemental information on our web site at www.ewgateway.org. Please visit our web site periodically to check for any additional information. If you wish to have a printed copy of the information mailed, you must mail or email a written request to the staff contact listed above.

As stated elsewhere in this document, proposals are due at East-West Gateway’s office no later than 1:00 p.m. local time on April 24, 2014. After review and evaluation of the proposals, East-West Gateway may choose to identify selected proposers for oral interviews. If so, identified proposers will be notified of their selection for interview.

DEMONSTRATION: If requested, vendors must be able to provide a demonstration on their proposed system on Friday, May 2, 2014 at Council offices.

East-West Gateway intends to award a single fixed fee / per course contract for this proposed work. The funding for this project is being provided by the U.S. Department of Homeland Security.

This solicitation is subject to the regulations imposed by 31 U.S.C § 1352 regarding lobbying restrictions. Consultants must submit a "Certification Regarding Lobbying" prior to entering into a contract (see Attachment F).

NOTE: East-West Gateway Offices are located in the City of St. Louis. Business conducted within City limits is subject to a one-percent earnings tax.
XI. APPLICABLE CONTRACT TERMS

THE FOLLOWING TERMS WILL BE INCLUDED IN ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSALS.

Non-Discrimination Assurances.

A. Contractor shall comply with all applicable federal and state statutes and executive orders, relating to nondiscrimination and equal opportunity, including, but not limited to:

2. Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq.;
7. The Rehabilitation Act of 1973, Section 504, as amended, 29 U.S.C §§ 794 et seq.;
8. The Drug Abuse, Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 – 616, and amendments thereto, 42 U.S.C. §§ 4541 et seq.;
10. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency Discrimination Affecting Limited English Proficient Persons; and
11. All provisions of Missouri Executive Order No. 94 – 03, promulgating the Code of Fair Practices.

B. Contractor shall comply with the administrative rules of DHS relative to nondiscrimination in federally-assisted programs, including but not limited to:

   i. U.S. DHS Regulations, including:
      2. “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 6 CFR Part 17;
   ii. FEMA Regulations, including:
       i. “Nondiscrimination in Federally-Assisted Programs,” 44 CFR Part 7;
       ii. “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 44 CFR Part 19;
       iii. “Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency,” 44 CFR Part 16;

C. Contractor shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of an individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The terms of this paragraph shall apply to all...
solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under subcontract including procurement of materials or equipment.

D. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Contractor of Contractor's obligations under this Contract.

E. Contractor will provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Council, OHS, or DHS to be pertinent to ascertain compliance with this Contract. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so notify the Council and shall set forth what efforts it has made to obtain the information.

F. Contractor shall include the provisions of this paragraph in every subcontract, including the procurement of materials and lease of equipment, unless exempt.

Small Businesses, Minority Owned Firms and Women’s Business Enterprises.

A. It is the policy of the DHS that small businesses, minority owned firms and women’s business enterprises (hereinafter disadvantaged business enterprises or DBE), shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

B. Contractor agrees to ensure that minority business enterprises have the maximum opportunity to participate in the performance of this Contract. In this regard to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform portions of this Contract. Contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

C. Contractor shall include the provisions of this paragraph in every subcontract, including procurement of materials and leases of equipment and shall report to the Council any DBE procurement under this Contract. The method of reporting shall be consistent with the requirements of the DHS and federal procurement regulations.

Confidentiality of Data. Any reports, information, data, etc. provided by the Council to the Contractor under this contract shall not be made available to any individual or organization without prior approval of the Council. Contractor also agrees that any data acquired or assembled by the Contractor within the scope of this contract shall also be considered confidential and shall not be provided to anyone, other than the Council's designated representatives, unless the Council gives the Contractor express written permission.

Subcontract Approval.

A. None of the services covered by this Contract may be subcontracted without the prior written approval of the Council.

B. The Council reserves the right to review the proposed subcontracts and any amendments with these parties prior to their execution. Any change in the services to be provided or compensation requires prior approval by the Council.

C. Contractor shall remain responsible for the satisfactory completion of all work or services in
accordance with the terms and conditions of this Contract and of any subcontractors for whom Contractor is contractually bound.

Termination for Default or for Convenience of the Council

A. The performance of work under the Contract may be terminated by the Council in accordance with this paragraph in whole, or from time to time in part for default or convenience. Default, for the purposes of this Contract, shall be for nonperformance (failure by Contractor to make progress in the prosecution of the work hereunder as endangers such performance) or for noncompliance with provisions of this Contract. A failure to cure such default within a period of 7 working days (or such longer period as the Council may allow) after receipt, from the Council, of a notice specifying the default shall result in immediate termination. A termination for convenience shall occur without recourse in the event that, for any reason, federal funds are not appropriated, allotted or available to the Council for the purpose of meeting the Council’s obligation hereunder or whenever it is in the best interest of the Council. The termination will be effective immediately upon receipt of a written Notice of Termination by the Contractor.

B. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying whether termination is for the default of Contractor or for the convenience of the Council, the extent to which performance of work under the Contract is terminated and the date upon which termination becomes effective.

C. After receipt of a Notice of Termination and except as otherwise directed by the Council, Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2. Place no further subcontracts for services, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

3. Terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. Assign to the Council in the manner and to the extent directed by the Council, all of the rights, title, and interest of Contractor under the subcontracts so terminated, in which case the Council shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such subcontracts;

5. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

D. After receipt of a Notice of Termination, Contractor shall submit to the Council the termination claim in the form and with the certification prescribed by the Council. The claim shall be for work completed up to the date of termination. Such claim shall be submitted promptly but in no event later than 60 days from the effective date of termination, unless one or more extensions in writing are granted by the Council within such 60-day period or authorized extension thereof. However, if the Council determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such 60-day period or any extension thereof. Upon failure of Contractor to submit the termination claim in the time allowed, the Council, may subject to any review required by the funding agency’s procedures in effect as of the date of execution of this Contract, determine, on the basis of information available, the amount, if any, due to Contractor by reason of the termination and shall thereupon pay to Contractor the amount so determined.
Audit and Inspection of Records. Contractor shall maintain accounting records and other evidence pertaining to the costs incurred on this project. All invoices shall be taken from the books of account kept by Contractor and Contractor shall have available copies of payroll distributions, receipted bills or other documents reasonably required by the Council. Contractor shall permit the authorized representatives of the Council, OHS, DHS and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to its performance under this Contract, including but not limited to books, documents, papers, records, correspondence, instructions, receipts, vouchers, and memoranda. These data will be made available for inspection by the Council, OHS or any authorized representatives of the federal government at all reasonable and mutually convenient times at the office of Contractor during the Contract period and for five years after the date of the final payment of federal funds to the Council with respect to the Contract. Copies of such records shall be furnished if requested. The Council shall notify Contractor in writing when final payment is received from OHS. Retention is required for purposes of examination and audit by the Council, the State, and/or the Federal Government. Audit records may be retained in an automated format. The retention requirement extends to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of the award and Contractor’s financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the Contract, whether they are employed full-time or part-time. Contractor must adequately protect records against fire or other damage. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the five (5) year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the regular five (5) year period, whichever is later.

Publication Provisions:

A. Contractor shall not publish or otherwise disclose, or permit to be disclosed or published, the results of the investigation herein contemplated, or any particulars thereof, without notifying the Council and securing its consent in writing.

B. The Council reserves the right to initially publish the final report. The Council may elect to have the Contractor act as its agent in publishing the final report, in which case the Contractor will furnish reports as specified in Appendix I, Scope of Services.

C. All reports published by the Contractor shall give credit to the Council and contain the following statements.

"This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security."

D. The final report shall also specify the date the document was prepared.

E. All final reports concerning those projects as detailed in Appendix I of this Contract shall contain an abstract sheet on the first page after the cover. The Council shall provide the format to be used.

F. Contractor agrees to provide all deliverables under this Contract including maps, data, draft reports, and final reports in both paper and electronic formats. The electronic format shall be compatible with the Council’s software at the time of delivery. All electronic files that will be made available on the Council’s Internet web page must be in a web compatible format.

Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Council thereto provided, however, that claims for money due or to become due to Contractor from the Council under this Contract may
be assigned to a bank, trust company, or other financial institution without such approval.

**Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed. Contractor agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

**Interest of Members of or Delegates to Congress.** No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

**Gratuities.** If it is found, after notice and hearing, by the Council that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Council, DHS or OHS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract, the Council may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract and/or pursue such other rights and remedies provided by law or under this Contract.

**Certification Regarding Lobbying.**

A. Contractor certifies compliance with 31 U.S.C. § 1352 and implemented at 44 CFR Part 18 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. Contractor further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. Contractor understands and agrees it cannot use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy at any level of government.

E. Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

**Certification Regarding Debarment, Suspension and Other Responsibility Matters**
A. Contractor certifies to the best of its knowledge and belief, that it and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; 2) have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense; 4) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

B. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate this Contract for cause. Contractor shall provide immediate written notice to the Council if at any time the Contractor learns that its certification was erroneous by reason of changed circumstances. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

C. Contractor agrees it is non-delinquent in its repayment of any federal debt, including but not limited to delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Contractor certifies it is not currently delinquent in its repayment of any federal debt and agrees to notify the Council immediately if Contractor will be in breach of this provision.

D. Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council. Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Contractor knows the certification is erroneous. Contractor agrees to review the “Excluded Parties List System” located at https://www.sam.gov/portal/public/SAM and the Missouri “Suspended Vendors List” at http://oa.mo.gov/purch/agencyinfo/suspvn.pdf to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is disbarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor agrees that it will include this paragraph, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Compliance with Federal Regulations. Contractor shall comply with all applicable standards, orders or regulations issued which are applicable to the federal funding provided in this Contract.

A. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees to comply with Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs.

B. Hatch Act. Contractor agrees to comply with the regulations imposed by the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees are principal employment activities are funded in whole or part with Federal funds.
C. **Davis-Bacon Act.** Contractor agrees to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, as supplemented by Department of Labor regulations (29 CFR part 5).

D. **Copeland “Anti-Kickback” Act.** Contractor agrees to comply with the requirements of the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, as supplemented in Department of Labor regulations (29 CFR Part 3).

E. **Contract Work Hours and Safety Standards Act.** Contractor agrees to comply with the requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-330, as supplemented by Department of Labor regulations (29 CFR Part 5).

F. **Intergovernmental Personnel Act.** Contractor agrees to comply with the requirements of the Intergovernmental Personnel Act of 1970, 42 U.S.C. §§ 4728-4763, relating to prescribed standards for merit systems for programs funded under the nineteen (19) statutes or regulations specified in Appendix A of OPM’s Standards for Merit System of Personnel Administration (5 CFR Part 900, Subpart F).

G. **Federal Water Pollution Control Act and Clean Air Act and Environmental Protection Agency Regulations.** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq and the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq, and Environmental Protection Agency regulations contained in 40 CFR part 15. Contractor agrees to report each recognized violation to the Council and understands and agrees that the Council will, in turn, report each recognized violation as required to assure notification to DHS and the appropriate Environmental Protection Agency Regional Office.

H. **Wild and Scenic Rivers Act.** Contractor agrees to comply with the regulations of the Wild and Scenic Rivers Act of 1968, 16 U.S.C. §§ 1271 et seq.

I. **Safe Drinking Water Act.** Contractor agrees to comply with the regulations of the Safe Drinking Water Act of 1974, as amended.

J. **Endangered Species Act.** Contractor agrees to comply with the regulations of the Endangered Species Act of 1973, as amended.

K. **Lead-Based Paint Poisoning Prevention Act.** Contractor agrees to comply with the regulations of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4801, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.


M. **Drug Free Workplace.** Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. § 702, as amended.
N. **Compliance with Energy Conservation Plans.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq, (P.L. 94-163, 89 Stat. 871).

O. **Recovered Materials.** Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended 42 U.S.C. § 6962, including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

P. **Fly America Act of 1974.** Contractor agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

Q. **Trafficking Victims Protection Act of 2000.** Contractor will comply with the requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act if 2000, as amended, 22 U.S.C. § 7104, located at 2 CFR 175.

R. **Animal Welfare Act of 1966.** Contractor will comply with the requirements of the Animal Welfare Act, as amended, 7 U.S.C. § 2131 et seq.;

S. **Protection of Human Subjects.** Contractor will comply with the requirements of Federal regulations at 45 CFR Part 46, which requires recipients comply with all applicable provisions / law for the protection of human subjects for purposes of research. Contractor must also comply with the requirements in Department of Homeland Security Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For the purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

T. **National Environmental Policy Act (NEPA) of 1969.** Contractor will comply with the requirements of the (1) National Environmental Policy Act (NEPA) (P.L. 91-190), as amended, 42 U.S.C. § 4331 et seq, and Executive Order 11514; (2) notification of violating facilities pursuant to Executive Order 11738; (3) protection of wetlands pursuant to Executive Order 11990; (4) evaluation of flood hazards in floodplains in accordance with Executive Order 11988; (5) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C §§1451 et seq.).

U. **National Flood Insurance Act of 1968.** Contractor will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended. Regulations are codified at 44 CFR Part 63.

V. **Flood Disaster Protection Act of 1973.** Contractor will comply with the requirements of the Flood Disaster Protection Act of 1973, (P.L. 93-234) as amended;
W. Coastal Wetlands Planning, Protection, and Restoration Act of 1990. Contractor will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands.

X. USA Patriot Act of 2001. Contractor will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) which amends 18 U.S.C. §§ 175-175c.

Y. Hotel and Motel Fire Safety Act. Contractor will comply with the requirements of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a) et seq., which requires that all conference, meeting, convention and training space funded in whole or in part by this Contract comply with the fire prevention and control guidelines of 15 U.S.C. § 2225(a) et seq.

Z. Contractor agrees to include these requirements in each subcontract.

Severability. In the event that any of the terms or provisions of this Contract are declared void or unenforceable for any reason, the remaining terms and provisions of the Contract shall remain in full force and effect and shall be effected thereby.

Remedies. Where Contractor violates or breaches Contract terms or conditions, the Council at its discretion may terminate this Contract subject to the provisions of paragraph 11 of the Contract, and in addition, may institute such administrative, contractual or legal remedies available to the Council as may be appropriate.

Disputes and Appeals. Any dispute concerning a question of fact arising under this Contract which is not disposed of by mutual Contract shall be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise furnish a copy thereof to Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy Contractor mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director, who shall arrange a formal hearing within 15 days after receipt of the appeal. The hearing officer shall be a person mutually agreed upon by the Executive Director and Contractor. Both Contractor and the Executive Director shall be notified not less than 5 days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. The hearing officer shall give his decision to both parties within 5 days of the close of the hearing. Pending final decision of an appeal to the Executive Director of East-West Gateway, Contractor shall proceed diligently with the performance of this Contract. Nothing in the foregoing shall be construed as making final the decisions of the Executive Director or hearing officer as such decisions relate to the questions of law.

No Obligation by the Federal Government.

A. The Council and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Council, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. Contractor agrees to include the above paragraph in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the language shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and federal implementing regulations including without
limitation the Federal funding agency’s regulations contained in the CFR. Upon execution of the
underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any
statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying
contract or the DHS assisted project for which this contract work is being performed. In addition to
other penalties that may be applicable, the Contractor further acknowledges that if it makes, or
causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the
Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or
fraudulent claim, statement, submission, or certification to the Federal Government under a
Contract connected with a project that is financed in whole or in part with Federal assistance
originally awarded by DHS under the authority of Public Law 110 – 53, the Government reserves
the right to impose the penalties of 18 U.S.C. § 1001 and 6 CFR Part 13 on Contractor, to the
extent the Federal Government deems appropriate.

B. The Contractor agrees to include this paragraph in each subcontract financed in whole or in part
with Federal assistance provided by OHS. It is further agreed that the language shall not be
modified, except to identify the subcontractor who will be subject to the provisions.

Insurance and Liability.

A. To the extent allowed or imposed by law, Contractor shall defend, indemnify, and hold harmless the
Council, including its members and 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 our of
Contractor’s wrongful or negligent performance of its obligations under this Contract.

B. Contractor shall carry and shall cause its subcontractors to carry commercial general liability and
commercial automobile liability insurance from a company authorized to issue insurance in
Missouri, and to name the Council and its employees as additional named insureds in amounts
sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the
Missouri Department of Insurance, Financial Institutions and Professional Registration, and
published annually in the Missouri Register pursuant to Section 537.610, RSMo. Contractor shall
cause its insurer to increase the insurance amounts in accordance with those published annually in
the Missouri Register pursuant to 537.610, RSMo. The amount of insurance coverage required
pursuant to Section 537.610, RSMo for 2011 can be found at:
http://insurance.mo.gov/industry/sovimmunity.php and is listed as:

- $ 2,657,587.00 for all claims arising out of a single accident or occurrence
- $ 398,638.00 for any one person in a single accident or occurrence

C. Contractor shall carry insurance in the amount stipulated by law to protect Contractor from claims
under workers’ compensation acts.

D. In no event shall the language of this Contract constitute or be construed as a waiver or limitation
for either Party’s rights or defenses with regard to each Party’s applicable sovereign, governmental,
or official immunities and protections as provided by federal and state constitution or law.

E. Contractor must notify Council in writing within seven (7) calendar days of receiving notice
that any of its insurance policies have been reduced, terminated or cancelled (in whole or in part) for any reason.

Copyrights and Patents. Pursuant to 44 CFR Part 13, Section 13.34, DHS / FEMA reserves a royalty-free,
nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use,
for Federal Government purposes: 1) the copyright in any work developed under the Contract; and 2) any
rights of copyright to the Contractor purchases ownership with the funds, whether in part or in whole, under the Contract.

In addition, Pursuant to 44 CFR Part 13, Section 13.36. DHS / FEMA reserves all rights to inventions and/or discoveries that arise or are developed, in the course of or under this contract.

Collection and Use of Personally Identifiable Information: If Contractor collects Personally Identifiable Information ("PII"), as defined by DHS, then Contractor must have a publicly-available privacy policy that describes what PII Contractor collects, how Contractor uses the PII, whether Contractor shares the PII with third-parties, and how individuals may have their PII corrected where appropriate. Contractor’s privacy policy must, at a minimum, comply with the requirements of the DHS guidelines.

Activities Conducted Abroad. Contractor must ensure that activities funded by the Contract and that are carried on outside of the United States are coordinated as necessary with appropriate government authorities and that the appropriate licenses, permits and/or approvals are obtained.

Freedom of Information and Missouri Sunshine Act. Contractor understands and agrees that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 et seq. RSMo, may apply to the information and documents, both paper and electronic, submitted to Council regarding the goods produced or services provided under this Contract. All materials submitted to the Council that are related to the goods or services will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on documents, correspondence, letters or similar correspondence (paper or electronic) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Genuinely confidential or privileged information should be marked clearly and specifically, and justified as confidential or privileged. The Council will review documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Contractor understands and agrees that the applicability of the Sunshine Act or the Council’s exercise of discretion to withhold a document does not affect the State or Federal funding agency’s right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the federal Freedom of Information Act ("FOIA"), 5 U.S.C. §552; however, if the State or Federal funding agency makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject disclosure under the Sunshine Act unless Contractor demonstrates otherwise.

Governing Law. This Contract shall be interpreted under and governed by the laws of the State of Missouri.
RFP Checklist

DID YOU REMEMBER TO:

_____ Include three (3) printed copies and one electronic copy in *.pdf format on a CD of the proposal, addressed to:
“RFP – Facial Recognition System”
c/o Mr. Ed Hillhouse
Executive Director
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

_____ Include a letter from a firm principal committing the proposal for a minimum of ninety (90) days

_____ Include Attachment G, Cost Schedule or equivalent

_____ Submit a Corporate Profile

_____ Submit Evidence of Appropriate Resources & Capacity of proposer (and subcontractors or partners) to include:
   _____ Summary of current financial strength
   _____ Summary of current or anticipated work commitments for June 10, 2014 – July 15, 2015
   _____ Summary of capacity
   _____ Summary of ability to retain subcontractors

_____ Information on insurance coverage

_____ Submit proof of qualifications of proposer (and subcontractors or partners) to include:
   _____ Resumes (or equivalent) of assigned key personnel
   _____ Indication of the amount of time that key personnel will dedicate to the project
   _____ List of at least 5 similar projects, including contact information

_____ Include Attachment A--Conflict of Interest Disclosure Statement

_____ Include Attachment B--Affirmative Action Checklist

_____ Include Attachment C--Letter of Intent or equivalent, if applicable (signature required)

_____ Include Attachment D--DBE/SBE/WBE/MBE Participation Form

_____ Include Attachment E--Debarment Certification (signature required)

_____ Include Attachment F—Certification Regarding Lobbying (signature required)
ATTACHMENT A
Conflict of Interest Disclosure Statement

Actual and perceived objectivity will be an important part of successfully completing this project. Moreover, the Council is committed to ensuring a fair, competitive procurement process. The Council’s policy is to award contracts to only those firms whose objectivity is not impaired because of any related, past, present, or planned interest, financial or otherwise, in organizations currently working with or are members of the Council (including STARRS) or in organizations whose interests may be substantially affected by the Council’s activities. Based on this policy, each firm responding to this RFP must include in its bid package a signed Conflict of Interest Disclosure Statement that provides the Council with sufficient information to determine if a conflict of interest exists with regard to the responding firm, as follows:

1) If the firm has an interest, as described in parts (a) through (e) below, then the firm must check box #1 below, sign this signed Conflict of Interest Disclosure Statement, and attach the following: a concise description of the conflict, an explanation as to why the situation does not affect the firm's ability to objectively perform the contract, and a concise description of the efforts the firm has taken, or proposes to take, to mitigate the affects of the interest.

2) If the firm does not have such an interest, as described in parts (a) through (e) below, then the firm must check box #2 below and sign this Conflict of Interest Disclosure Statement certifying that there is no interest and that to the best of its knowledge and belief there is no affiliation that exists that is relevant to possible conflicts of interest.

Types of Interests that Must be Disclosed

a) Any related, current, planned, or prior organizational, financial, contractual or other interest in organizations that are currently working with or are members of the Council (including STARRS) or in organizations whose interests may be substantially affected by the Council’s activities, and which is related to the work that is anticipated by this RFP. The interests described shall include those of the responding firm, its affiliates, proposed subcontractors or consultants, and key personnel of any of the above. Prior interest shall be limited to within one year of the date that the firm submits a response to this RFP. Key personnel shall include any person owning more than a 20% interest in the responding firm, and the firm's corporate officers, its senior managers, and any employee who is responsible for making a decision or taking an action on the contract that may be awarded under this RFP where the decision or action can have an economic or other impact on the interests on any member or affected organization mentioned above.

b) Any current, planned, or prior (within one year of the date the firm submits its response to this RFP) projects, services, or work (whether or not the firm will be/was compensated for its work) and any board or committee membership or other personal/professional relationship of key personnel (as defined in part (a) above) that provided the firm with access to information regarding or knowledge about the project that was not otherwise publicly available.

c) Any current, planned, or prior (within one year of the date the firm submits its response to this RFP) projects, services, or work (whether or not the firm will be/was compensated for its work) and any board or committee membership or other personal/professional relationship of key personnel (as defined in part (a) above) that would impair the firm's objectivity with regard to the project.

d) Any key personnel (as defined in part (a) above) of the firm who serves as a current, or in the past (within one year of the date the firm submits its response to this RFP) served, as a member (whether voting or not) on any of the Council's boards or committees (including those of STARRS). The attached information must indicate which key personnel are affected and on which board or committee the key personnel serves or served.

e) Any situation that could create a potential conflict of interest, such as those described below (list is not all inclusive).

1) The firm completed a prior project for the Council during which the firm developed the standards or specifications for the specific goods/services that the Council is now seeking with this RFP.

2) The firm assisted the Council, the Council's staff, or the Council's committee members (including those of STARRS) with developing the specifications or scope of work for this RFP.

3) Key personnel (as defined in part (a) above) of the firm serve as current or former (within one year of the date the firm submits
its response to this RFP) members (whether voting or not) on any of the Council's boards or committees (including those of STARRS), and/or participated in any meetings where the current project was discussed, and the content of the discussion is not publicly available.

This requirement regarding disclosure of interests applies equally to the firm’s subcontractors. This means that if the firm has hired a subcontractor or proposes to hire a subcontractor for the project, then the firm must obtain the same information from the subcontractors prior to the award of any subcontract.

The Council will review the information provided by each responding firm and may seek additional information from the firm. All such information, and any other relevant information, will be used to determine whether a contract award to the firm may create a conflict of interest. If any such conflict is found to exist, the Council may (1) disqualify the firm from this procurement, or (2) determine that it is otherwise in the best interest of the Council to award a contract to the firm and will include in the contract awarded any appropriate provisions to mitigate or avoid the conflict.

The failure to provide the required disclosure, refusal to provide additional information requested, or misrepresentation in the disclosed information may result in the disqualification of the firm from the procurement process. If the nondisclosure or misrepresentation is discovered after the contract is awarded, the contract may be terminated. If after submission of the response to this RFP or after the contract has been awarded, the firm discovers a conflict of interest with respect to the contract that was awarded as a result of this RFP, which reasonably could not have been known prior to submission or contract award, the firm must make an immediate, written, full disclosure to the Council. This disclosure shall include a full description of the conflict and a description of the action that the firm has taken, or proposes to take, to avoid or mitigate such conflict. In the event of an after-discovered conflict, the Council may disqualify the firm or terminate the contract if it is in the best interest of the Council.

By signing below, I certify (please check one):

Please note that if a box is not checked, then the Council will assume that your firm has a conflict of interest and may deem your bid non-responsive.

#1 My firm does have an interest, as described above, and I have provided the information required by #1 above (Additional Information MUST be attached).

OR

#2 My firm does not have such an interest, as described above, and that to the best of my knowledge and belief there is no affiliation that exists that is relevant to possible conflicts of interest.

Name of Entity

Name & Title of Authorized Official

Signature of Above Official     Date
Attachment B

Affirmative Action Checklist

Please answer the following:

1. Does your firm have an affirmative action plan?

2. If so, what date was the plan adopted?

3. Provide the name of your firm's affirmative action officer.

4. Size of firm--how many employees do you currently have?
Project Title or Description: __________________________________________________________

The undersigned intends to perform work in connection with the above project as (check one):

__________ a prime contractor ________ a subcontractor
__________ a joint venture ________ other (please specify)

If DBE firm intends to perform as a subcontractor, list the name of prime contractor or joint venture partner:

____________________________________________________________________________________

The undersigned is prepared to perform the following described work in connection with the above project, (work items to be performed):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

at the following price: ________________________________________________________________

__________________________________________

(Date)                                               (Name of Disadvantaged Contractor)

By: ______________________________________

(Signature & Title)
ATTACHMENT D

DBE/SBE/MBE/WBE Participation Form

Project Title or Description: _______________________________________________________

1) Identification of Participating DBEs/SBEs/MBEs/WBEs

2)  

<table>
<thead>
<tr>
<th>(a) DBE Name and Address</th>
<th>(b) Bid Item Number</th>
<th>(c) $ Value of DBE Work</th>
<th>(d) % of Total Contract</th>
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<tbody>
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<td>Total</td>
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The undersigned submits the above list of DBEs to be used in accomplishing the work contained in this proposal.

Company: ___________________________ By: ___________________________
Date: ___________________________ Title: ___________________________


ATTACHMENT E

Certification Regarding Debarment and Suspension

The undersigned certifies to the best of his or her knowledge and belief, that the proposer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this proposal.

______________________________
(Name of Entity)

______________________________
(Name and Title of Authorized Official)

______________________________  __________________________
(Signature of Above Official)      (Date)
ATTACHMENT F

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

______________________________
Name of Certifying Entity

______________________________
Name & Title of Authorized Official

______________________________
Signature of Above Official

______________________________
Date
### PERSONNEL

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<th>Consultant Name:</th>
<th>Hours</th>
<th>Rate</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td><strong>Task 1: Solution Installation</strong></td>
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<td>Staff 1 – Title</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>Task 2: Image enrollment application development support</strong></td>
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<td><strong>Task 3: Support enrollment of newly captured images</strong></td>
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<td><strong>Task 4: Support the development of a mobile probe image search application</strong></td>
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<td><strong>Grand Total</strong></td>
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Attachment G: Cost Schedule

EQUIPMENT & SOFTWARE: Please describe the equipment proposed for this project, along with maintenance / warranty coverage (in years) included with the initial purchase.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Years Included</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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MAINTENANCE (OPTIONAL): Equipment and Software

<table>
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<th>Quantity</th>
<th>Maint. Schedule (Year)</th>
<th>Total Maintenance Cost</th>
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TOTAL PROPOSAL - PERSONNEL AND EQUIPMENT (exclusive of maintenance):

PERSONNEL: ________________
EQUIPMENT: ________________
TOTAL COST: ________________