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REQUEST FOR PROPOSALS

D608-043-RW Transportation Management Center Video Wall Upgrade

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LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Teresa Mount, District 6 Procurement, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, Missouri, 63021, or hand-delivered in a sealed envelope to the same location. Proposals must be returned to the offices of District 6 Procurement no later than 12:00 p.m., October 17, 2007.

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

PROPOSAL

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified manufacturers and/or manufacturer's representatives of commercial video wall systems to upgrade the existing video wall system in the Missouri Department of Transportation (MoDOT) District 6 Transportation Management Center (TMC) located at 14301 south Outer Forty Drive, Chesterfield, Missouri, 63017. A single qualifying proposal will be selected for award to provide, install and integrate a new video wall system into the existing TMC infrastructure. Vendors may submit more than one proposal as alternate method (s) due to different tiered cost structure. If submitting alternate proposals, each alternate must be sealed and presented individually. During this replacement and upgrade, MoDOT intends to maximize the technology and functionality with a target budget of \$450,000 to \$650,000.
- (B) **Background:** The Missouri Department of Transportation (MoDOT) St. Louis Metro District has significantly expanded the operation of their Transportation Management Center (TMC) since the completion of its construction in 1999. The expansion of MoDOT's regional Gateway Guide traffic management system, in combination with obsolescence of existing video wall components , requires replacement of the entire video wall and controller.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.

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

- (A) **Services:** The Offeror shall provide the following professional services:
- Integrate into existing TMC infrastructure, including Delcan Advanced Transportation Management System (ATMS) software and the Broadware Video Server.
- (B) **Specific Requirements:** The Offeror will provide to District 6 five copies of a program proposal, which will include the following:
- An upgrade of the video wall at MoDOT's St. Louis TMC; MoDOT is currently preparing for enhanced operations due to major reconstruction of I-64 beginning on or about November 1, 2007. The impacts to area roadways will be significant, requiring enhanced management of those roadways to maximize the remaining capacity. As a new video wall will be a key element to this management process, time is of the essence.
- The video wall must completely integrate into existing TMC infrastructure, including the Delcan Advanced Transportation Management System (ATMS) software and the Broadware Video Server. Staff from both MoDOT and Delcan will be available throughout the project to assist with integration issues and manage the overall installation.

The MoDOT St. Louis TMC is a 24/7 operation. To minimize impacts to the TMC operations, highly intrusive or disruptive installation work will likely be required to be performed outside of peak travel times.

SPECIFICATIONS AND PROJECT OVERVIEW:

- Removal and decommissioning any unused portions of the existing 4 x 3 video wall consisting of twelve (12) 50” Barco cube projectors
- Removal and decommissioning of the existing eight (8) video monitors (4 monitors in a 2x2 arrangement per side) on each side of the existing center video wall
- Removal and decommissioning of existing Barco video wall controller
- Installation of up to twelve (12) new 50” Digital Light Processing (DLP) projector cubes as necessary to maintain a 4Wx3H matrix arrangement in the center of the TMC theater
- Installation of up to eighteen (18) 40” Liquid Crystal Display (LCD) Flat Panel Monitors installed as two identical matrices, one on each side of the center video wall. Video Wall Option A shall include eight (8) monitors arranged in a 2x2 matrix on each side of the wall. Video Wall Option B shall include twelve (12) monitors arranged in a 3Hx2W matrix on each side of the video wall. Video Wall Option C shall include eighteen (18) monitors arranged in a 3x3 matrix on each side of the video wall.
- Installation of a new video wall controller for use with the twelve (12) 50” video projector cubes and up to eighteen (18) LCD monitors selected as part of Video Wall Options A, B or C.
- Installation of all cabling, components, mounting equipment and hardware as required for the complete operable video wall system
- Identification of electrical or carpentry modifications required to accommodate the new video wall system. (Contractor to use a MoDOT preferred carpentry and electrical subcontractor at contractor’s expense. Fourteen calendar day advance notice required for any modifications). All wall surfaces must use MoDOT approved materials to match existing wall color, surface and finish.
- Two (2) year parts and labor warranty
- Training Documentation
- Operations and Maintenance Manuals
- Video Wall System shall be compatible with all other TMC systems at the time of installation and acceptance.

HARDWARE

Video Projector Cubes

The contractor shall remove and decommission the existing twelve (12) Barco video wall projector cubes located in the center of the existing MoDOT District 6 video wall. The equipment will be removed and placed in an area identified by MoDOT personnel.

The contractor shall install twelve (12) high-resolution display wall cube units in the location of the existing 50” video wall cubes. The cube projectors shall utilize the latest available DLP projection technology providing the optimum resolution, brightness, and performance for this application. The projector technology shall be immune to any technical problems related to image “burn-in”. The contractor shall supply product cut sheets to MoDOT

for the proposed product and receive approval for the units prior to system installation. The cubes shall be of identical model number and manufacturer, and each shall meet the following minimum criteria:

Resolution

XGA (1024 x 768) native resolution
SXGA (1280 x 1024) compatible

Brightness

Up to 600 ANSI lumens

Screen Size

50" diagonal

Brightness Uniformity

>90% brightness uniformity across entire screen

Contrast Ratio

1000:1 maximum, 1000:1 nominal

Color Temperature Range

3200K to 9600K

Inputs

Two analog inputs: 5 BNC (RGBHV), 15 pin VGA
Digital: DVI-D
One standard composite NTSC video input

Power Requirements

100-120VAC +/- 10%, 50/60Hz
250-Watts maximum

Thermal Dissipation

850 BTU/hour

Environmental

Operating Temperature Range: 50°F to 95°F
Operating Humidity: 20% to 95%

Reliability and Maintainability

The projectors shall be designed for 24x7 operation.
Mean Time Between Failure (MTBF): > 30,000 hrs
Mean Time To Repair (MTTR): < 15 minutes for major serviceable components
Minimum of 6000 hours lamp/bulb life

Projection Screens

High Gain Screens – Fresnal/Lenticular
Surface Finish: Low reflective, 1mm seamless design
Horizontal Viewing angle: 160° view ability range, ½ gain +/- 40°

Vertical Viewing angle: 60° view ability range, ½ gain +/- 10°

Warranty

Minimum two-year parts and labor after acceptance of the contract

The display wall cubes input source selection and the internal projector adjustments shall be able to be controlled either with an infrared remote or via the EIA-232 serial port. The communications protocol and message format for the EIA-232 port shall be provided to MoDOT.

The display wall cubes shall allow capability to switch sources to allow the display of the RGB, NTSC, VGA and DVI video.

The cubes shall be mounted, firmly secured and properly aligned in the video wall opening. The contractor shall provide all mounting and structural equipment necessary for the video wall installation. The contractor shall provide all of the necessary carpentry, dry wall, painting, and trim work to provide a neat, clean and finished aesthetic appearance for the video wall within the existing 4x3 video opening. The contractor shall be required to use a MoDOT-preferred on-call contractor at the contractor's expense for all carpentry and/or electrical work. Fourteen-calendar day advance notice to MoDOT and the carpentry and/or electrical contractor is required for any modifications.

All twelve (12) cubes shall be tuned or calibrated for uniform color, contrast, sharpness and brightness to provide and maintain a consistent and uniform appearance.

Option to Reuse Existing Video Wall Cubes In-Place

The Contractor may reuse the existing twelve (12) Barco video wall cubes in-place, provided the performance specifications and warranty listed above can be met. The MoDOT Engineer upon satisfaction shall make approval for reuse of the existing video cubes that the existing video wall cubes meet or exceed specifications and that any and all reused components will carry a new 2-year warranty.

Flat Panel Liquid Crystal Display (LCD) Monitors

The contractor shall remove and decommission the eight (8) video monitors that make up the 2x2 matrices located on each side of the existing MoDOT District 6 TMC center video wall. This equipment will be removed and placed in an area identified by MoDOT personnel.

Depending on the Video Wall Option selected by MHTC, The contractor shall install eight (8) monitors in two (2) 2Hx2W arrangements, twelve (12) monitors in two (2) 3Hx2W arrangements or eighteen (18) monitors in two (2) 3Hx3W arrangements, one on each side of the center 4x3 video wall. The LCD monitors shall be 40" high-resolution current commercial models providing the optimum resolution, brightness, and performance for this application. The LCD monitors shall be immune to image "burn-in" or technical problems related to pixel degradation or loss. The contractor shall supply product cut sheets to MoDOT for the proposed product and receive approval for the units prior to system installation. The LCD monitors shall be of identical model number and manufacturer, and each shall meet the following minimum criteria:

Display

Imaging Technology: 40" LCD Monitor
 Brightness: 500 cd/m²
 Native resolution: 1366 x 768
 Maximum resolution: 1600 x 1200
 Viewable Size: 40" Viewable
 Contract Ratio: 1000:1
 Backlight: 50,000 hours

Operation

Scanning Frequency: (H) 15.75 - 91kHz, (V) 50 - 85Hz, Dot Clock 24 - 162MHz

Interface

Analog Video: NTSC
 Computer/Video Input: BNC (RGBHV), Mini D-sub 15pin, DVI-D (HDCP Compliant), S-Video, Composite
 (RCA), BNC, Audio LR (RCA)
 Loop-out Ports: One Computer Monitor loop out port
 RS-232 Communication: One Port

Physical

Weight 65 lbs max
 Dimensions: 39" (W) x 23" (H) x 6" (D)
 Power Consumption: 2.6A 100 - 120V, 1.1A 220 - 240V
 Power Requirements 100 - 120V

Warranty

Minimum two-year parts and labor after acceptance of the contract

The LCD Monitors input source selection and the internal monitor adjustments shall be able to be controlled with an infrared remote. The LCD Monitors shall allow capability to switch sources to allow the display of the RGB, NTSC, DVI, or S-video sources

The Monitors shall be mounted, firmly secured and properly aligned in two (2) symmetrical matrix arrangements (Options A, B, or C) on each side of the center video wall in the exact location directed by MoDOT engineering staff. The contractor shall identify any and all required modifications required to install, including all drywall, paint, backboard and LCD monitor mounting equipment necessary to complete the installation. The Missouri Department of Transportation shall provide a preferred on-call subcontractor to complete all of the necessary carpentry, painting and trim work to provide a neat, clean and finished aesthetic appearance for the LCD monitor installation. A minimum of fourteen (14) calendar days advance noticed is required to MoDOT to arrange and complete any carpentry work by the subcontractor. MoDOT will make payment to the carpentry and/or electrical subcontractor to the subcontractor separate of this contract.

Video Display Wall Controller

The contractor shall remove and decommission the existing Barco video wall controller located in the TMC. This equipment will be removed and placed in an area identified by MoDOT personnel.

The new Video Display Wall Controller must meet the following minimum specifications:

Manufacturing

- Manufactured in an ISO 9001:2000-registered facility

Reliability and Serviceability

- MTBF (Mean Time Between Failures) > 50,000 hours for major modules
- MTTR (Mean Time To Repair) < 15 minutes for any major serviceable component

Hardware

Chassis

- 19" industrial rack-mount chassis
- 4x 5.25" external drive bays
- 3.5" external drive bay
- 2x independent AC line cords/power connections, allowing the Display Wall Controller to simultaneously be connected to 2 separate power circuits
- 2x redundant hot swap power supply modules.
- Auto-switching (115/230) PFC (power factor correcting) power supply modules
- Hot swap chassis cooling fans
- LCD status panel for display of status messages
- Continuous fault monitoring and audible alarms for the following conditions:
 - Power supply module failure
 - Power supply fan failure
 - Chassis card cage temperature
 - Chassis drive bays temperature
 - Speeds of chassis cooling fans (RPM)
- LED's for monitoring hard drive activity and power status.

Processing

- Industrial SBC (single board computer) fully compliant to PICMG 1.0 (Rev. 2.0) standards
- Industrial 20-slot backplane, providing for future expansion of optional PCBs
- Intel Pentium 4 – 3.2GHz CPU with 800MHz FSB (minimum)
- 1GB of PC3200 (400MHz) DDR SDRAM with ECC (standard), with 2GB of RAM
- 32-bit/33MHz PCI system bus
- 2x high-speed 16C550 UART compatible serial ports (RS-232, DB9)
- 1x high-speed bidirectional parallel port with EPP/ECP support (DB25)
- 2x USB ports (USB 2.0 compliant)
- 1x PS/2 port (6-pin mini-DIN)

Storage

- 18.4GB or 36.7GB Ultra320 SCSI 15,000 RPM hard drive in a hot swap carrier
- 52X Internal EIDE CD-ROM drive
- 1.44MB Internal floppy drive
- 3 x 36.7GB Ultra320 SCSI 15,000 RPM internal hot swap hard drives, allowing for the removal and replacement of a failed hard drive without powering down the Display Wall Controller
- Support for RAID 0, 1, 10 (0/1), 5, 50 (0/5)
- Audible alarm for failed drives in a RAID array

Graphics Output

- Supported resolutions: 640x480 up to 2048x1536 per display adapter
- Graphics memory: 16MB per adapter
- Maximum display channels per chassis: 32
- Supported desktop bit depths: 8, 16, 24 bits per pixel
- Color palette: 16.7 million colors
- Output connector type: Analog (VGA, HD15) or digital (DVD-D)

Video Input

- Supported video standards: NTSC, PAL, SECAM
- Supported signal types: Composite and S-Video
- Support for up to 9 simultaneous active video windows on a single display device
- Support for overlapping video windows (PIP)
- Maximum possible video inputs: 216
- Maximum possible simultaneous active video windows: 108
- Maximum video inputs per 4 channel chassis: 104
- Maximum simultaneous active video windows per 4 channel chassis: 36

RGB Input

- Supported resolutions: 640x480 up to 1600x1200
- Capture memory: 6MB per channel
- Sampling bit depth: 16 bits per pixel (565)
- Multi-sync automatic video mode selection
- Maximum RGB inputs per chassis: 16
- Supported sync types:
 - RGB plus HSync and VSync (5 wire)
 - RGB with Composite Sync (4 wire)
 - RGB with Sync on Green (3 wire)

Networking

- One 10/100MHz Fast Ethernet interface standard
- One 10/100/1000MHz Gigabit Ethernet interface standard
- Support for up to two additional 10/100MHz Fast Ethernet interfaces (RJ45 connectors)

Peripheral Devices

- 107-key keyboard

- 3-button mouse
- 100' wireless keyboard and mouse

Software

Operating System

- Full support for the Windows XP Professional operating system
- A single mouse pointer (cursor) for the entire virtual desktop
- A single keyboard input for the entire virtual desktop
- UNIX Compatibility - included X Server software with full support for X Windows X11R6

Application Software

- Local Applications
- Ability to install and run Windows XP-compliant applications
- Application windows can be positioned anywhere on the display wall and can span one or more physical display boundaries
- Applications can be fully resized (not scaled) and/or maximized to occupy the entire display wall (application-dependent)
- Live video, RGB and shared desktop inputs:
- Common interface for the display and management of live video, RGB and shared desktop input sources
- Live video, RGB and shared desktop windows can span one or more physical display boundaries and be positioned anywhere on the display wall
- Live video, RGB and shared desktop windows can be scaled to any size up to the entire size of the display wall
- User-configurable settings provided by the GUI:

Channel configuration and selection:

i. Channel description

ii. Channel-specific caption text

iii. Source-specific input settings

(a) RGB

1. Timeout period
2. Maximum refresh rate
3. Brightness
4. Contrast
5. Pixel tracking
6. Pixel phase
7. Horizontal offset
8. Vertical offset
9. Clamping offset

(b) Video

1. Selection of video standard
2. Selection of signal type
3. Brightness
4. Contrast
5. Saturation

6. Hue
7. AGC/Luma Gain

(c) Remote desktop

- (1.) Host name/IP address
- (2.) Port
- (3.) Connection password
- (4.) Maximum refresh rate

Remote control

- Remote control of the Display Wall Controller's local keyboard and mouse by networked workstations

Projector control tasks

- Control of display wall projection devices via RS-232 codes
 - Set projector state (On, Off, Standby)
 - Configuration of projector settings (projector-dependent):
 - Brightness
 - Contrast
 - Test pattern
 - White boost
 - Lamp power
- Device control tasks
 - Custom control of third-party devices via RS-232 codes
- Client support for multiple operating systems and browsers (requires JRE 1.5):
 - Windows 2000 (SP4+), Windows XP (SP1 SP2), Windows 2003
 - Red Hat Linux, SUSE Linux, JDS
- Full-featured API for custom third-party interface development

Environmental

- **Operating temperature: 5 to 35°C**
- **Operating humidity: 15% to 80% non-condensing**
- **Altitude: 0 to 3000m**
- **Storage: -20° to 40°C, 0% to 95% RH, NC**

VIDEO WALL SYSTEM INSTALLATION

The Contractor shall provide for the delivery of all hardware, software, documentation and equipment specified. The Contractor shall wait for approval from the Engineer before delivery and installation. The Contractor shall coordinate the access to the site with the Engineer.

The Contractor shall conform to the following delivery, storage, and handling procedures:

- Protect screens, video wall modules, projectors and other equipment from damage during delivery, handling, storage, and installation.
- Store rear projection screens and projectors in manufacturer's protective packages until the time of installation in a position that complies with screen manufacturer's directions
- Protect surfaces of rear projection screens from damage due to abrasion, dust, and other conditions.

The Contractor shall be responsible for providing any tools and materials required for proper installation of the equipment according to the applicable standards for electrical and electronic equipment.

VIDEO SYSTEM ACCEPTANCE TESTING

The Contractor shall perform acceptance tests to validate the requirements of these specifications and to verify operation of the system as described in these specifications. The Contractor shall supply any equipment and materials required to perform testing as part of the project and shall be included in the bid.

The Contractor shall prepare acceptance test procedures to verify operation of the system with these specifications. The Contractor shall provide MoDOT with two copies each of the procedures for review at least 3 weeks prior to the commencement of the acceptance test.

The Contractor shall coordinate acceptance test with MoDOT and shall conduct the tests in the presence of MoDOT Staff. The Contractor shall be responsible for documenting the results of the tests and forwarding them to the MoDOT within one week of test completion.

OPERATIONS AND MAINTENANCE TRAINING

The Contractor shall provide a maintenance-training course on the proper maintenance of the video wall system equipment provided under this contract. The course shall be designed specifically on the final configuration of the system reference material from the operation and maintenance manual. MoDOT will provide a training area in the TMC facility.

The course shall provide training for users and technical personnel, competent and proficient in the English language, and shall follow a training outline prepared by the Contractor. The Contractor shall provide all materials and instructors for the maintenance course. No more than fifteen State employees with technical backgrounds will attend the course. Each person shall receive a training manual. The training manual shall be written especially for this project and shall provide complete procedures for operating, maintaining, and trouble shooting the video system equipment. The maintenance section of the training course shall cover preventive, routine and emergency maintenance procedures. The operations and maintenance course shall also include "hands on" training using operational equipment. The information for this course shall be separated into approximately titled sections such as:

- A. System Design
- B. Hardware
- C. Software
- D. Operation

- E. Maintenance
- F. Operating System

All manuals provided for this course shall be collected at the completion of each course by the Instructor and delivered to the Engineer for later distribution to State personnel. The Contractor shall provide an evaluation sheet to be completed by the attendees. The evaluation sheets will be turned in to MoDOT and a copy will be provided to the Contractor.

One copy of the manual for this course shall be delivered to MoDOT for approval at least 4 weeks prior to the scheduled class time. The MoDOT engineer will notify the Contractor of the number of State personnel who will attend. The maintenance course must be completed prior to the acceptance of the contract.

OPERATIONS TRAINING

The Contractor shall provide an operations training course on the proper operation of the video wall systems equipment provided under this contract to the TMC personnel. The course shall be designed specifically on the final configuration of the system reference material from the operation and maintenance manual. The training shall provide “hands on” training with the installed equipment and systems in the MoDOT District 6 TMC.

The training course shall be held after the system has been installed and accepted. The courses shall assume minimal prior knowledge of the video system technology used. No more than fifteen State employees will attend this course.

Instructors shall be technically knowledgeable, competent and proficient in the English language. A member of the Contractor’s staff with intimate experience with this contract shall attend the course and provide answers to any inquiries.

The Contractor shall provide a draft of the course material to the Engineer for approval in advance of the proposed course date. The Engineer will approve or reject the course material or content within three weeks of receipt. The Contractor shall allow adequate time for reviews and revisions to ensure the courses are held within the designated date.

An overview and introductory level briefing shall be included to familiarize attendees with the video subsystem. The course shall also include an overview of subsystem elements, operating procedures and capabilities.

WARRANTY AND SERVICE REQUIREMENTS

A complete parts list shall be provided to MHTC upon installation identifying all replacement and serviceable components in the video wall system. All components shall be free of defects in workmanship and materials for a minimum of twelve (12) months and shall have a minimum two (2) year full parts and labor replacement warranty. Additional full parts and on-site service warranties shall be bid for years 3, 4 and 5.

The contractor shall also provide:

- an hourly rate for on-site service for years 3, 4, and 5
- annual preventative maintenance rates for years 3, 4, and 5
- parts list and prices of all supplied components for years 3, 4, and 5

The hourly service and maintenance rate shall not apply to items covered under the terms of the warranty or extended warranty while the warranty remains in effect.

Parts and On-Site Service warranties shall have a 2-business day replacement guarantee. In lieu of a 2 business day replacement guarantee for video wall display monitors, the Contractor may elect to provide to MHTC one (1) spare 40" LCD high resolution monitor and one (1) complete video wall cube to be used as ready spares. Any warranted parts or items used from the ready spare supply should be replenished within seven (7) calendar days. Upon expiration of all warranties or extended warranties, MHTC shall purchase or return the spares to the Contractor or warranty agent.

The Contractor and/or warranty agent shall be solely responsible for all expenses incurred for upgrades, modifications or replacements required due to part or component obsolescence during the warranty and extended warranty periods.

Replacement parts and warranty items must be received and installed prior to return of defective parts to the manufacturer or warranty agent.

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

SECTION (3): AGREEMENT REQUIREMENTS

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

- (A) MHTC's Representative:** MoDOT's District 6 Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the so designated personnel. As the work of the Offeror progresses, the Offeror shall make advice and information on matters covered by the Agreement available to the designated personnel throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or notation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of

MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offertory's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (J) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (K) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

- (L) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (M) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (N) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (O) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- (P) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (Q) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (R) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror performance of its obligations under this Agreement.
- (S) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- a. General Liability Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;
- b. Automobile Liability Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

(T) Liquidated Damage:

The contractor shall be assessed liquidated damages in the amount of \$1000.00 per calendar day for each calendar day the wall remains inoperable in excess of the number of days bid for installation. The Engineer may assess liquidated damages if, once installed and commissioned, the new video wall, or any portion thereof, becomes inoperable or out of service for more than one (1) hour in any 24 hour period while the Contractor makes any final changes or adjustments to the video wall. There shall be no incentive or credit to the contractor for completion of the video wall in advance of the number of calendar days bid.

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Teresa (Terri) Mount Procurement D6 as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed **in writing** to Teresa (Terri) Mount, Procurement Specialist, Missouri Department of Transportation, 2309 Barrett Station Road,

Ballwin, MO. 63021; (314) 301-1437 (fax), Teresa.Mount@modot.mo.gov no later than September 27, 2007, 2:00 p.m. No questions after that time will be accepted.

5. **Proposal/Bid Guaranty/Contract Bond**

Each proposal shall be accompanied with a Bid Bond, Certified Check, Cashier's Check, or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for the amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.

If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

(B) **REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies, which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number, and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.
4. **Documentation and Specifications Format.**

The Offeror shall submit all drawings and product specifications via compact disk media in Adobe Acrobat PDF (.PDF) or Visio format.

(C) **EVALUATION CRITERIA AND PROCESS**

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

- A. Experience, expertise and reliability;- 20 points
- B. Proposed Method of Performance;-10 points
- C. Cost, Fees and Expenses;-30 points
- D. Warranty of Products, materials and Workmanship;-20 points
- E. Installation Timeframe;-15 points
- F. Overall clarity and quality of proposal; -5 points

1.2 Costs, Fees and Expenses

The Fee Schedule submitted by all Offeror's will be compared to the Offeror with the lowest estimated cost being awarded full credit for cost, fees, and expenses criterion and other Offeror's being awarded partial points on a proportional basis. Contract shall be bid to include Video Wall Option A, Option B and Option C, where the options refer to the use of 2Hx2W, 3Hx2W or 3Hx3W LCD monitor matrices on both sides of the main video wall. MHTC will evaluate all proposals and award Costs, Fees and Expenses points based on comparable Video Wall Options between proposals.

1.3 Warranty of Products, Materials and Workmanship

The warranty submitted by all Offeror's will be compared to Offeror with the longest no-cost warranty being awarded full credit for Warranty of Products, Materials and Workmanship criterion and other Offeror's being awarded partial points on a proportional basis based on additional warranty bid costs. A two (2) year full parts and on-site service warranty is required for all video wall system components. Optional warranties shall be bid for years 3, 4 and 5 for parts and on-site service for Video Wall Option A, B and C respectively.

1.4 Installation Timeframe

The installation timeframe shall be considered the number of calendar days from Notice to Proceed to full installation and operation of the new video wall. Full points shall be awarded to Offeror's that bid installation within 90 calendar days of Notice to Proceed. One point will be deducted for each whole or partial week bid in excess of 90 calendar days. It should also be noted as outlined under Liquidated Damages that liquidated damages of \$1000 per calendar day apply for each day in excess of days bid by Offeror.

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

3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the

Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

- 1. Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal, which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

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

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

Video Wall	Total Contract Cost	Calendar Days to Complete Installation	Optional 3rd Year Warranty	Optional 4th Year Warranty	Optional 5th Year Warranty
Option A Center video wall with 2H X 2W Matrices	\$		\$	\$	\$
Hourly Service Rate Outside of Warranty:			\$	\$	\$
Optional Preventative Maintenance Per Year:			\$	\$	\$

Video Wall	Total Contract Cost	Calendar Days to Complete Installation	Optional 3rd Year Warranty	Optional 4th Year Warranty	Optional 5th Year Warranty
Option B Center video wall with 3H X 2W Matrices	\$		\$	\$	\$
Hourly Service Rate Outside of Warranty:			\$	\$	\$
Optional Preventative Maintenance Per Year:			\$	\$	\$

COMPANY: _____ **DATE:** _____

SIGNATURE: _____

Video Wall	Total Contract Cost	Calendar Days to Complete Installation	Optional 3rd Year Warranty	Optional 4th Year Warranty	Optional 5th Year Warranty
Option C Center video wall with 3H X 3W Matrices	\$		\$	\$	\$
Hourly Service Rate Outside of Warranty:			\$	\$	\$
Optional Preventative Maintenance Per Year:			\$	\$	\$

(B) **EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

COMPANY: _____ **DATE:** _____

SIGNATURE: _____

**D608-043-RW
PARTS LIST**

Replacement components: Please provide a list with Itemized pricing of typical replacement components (FOB Destination) for each of the Options for years 3, 4, and 5. A catalog including prices may be inserted if one is available. If submitting catalog please indicate any discounts MoDOT will receive off prices listed in catalog.

*Attach additional pages if necessary

Description	Option A- Part #	Unit Cost Year 3	Unit Cost Year 4	Unit Cost Year 5

Description	Option B- Part #	Unit Cost Year 3	Unit Cost Year 4	Unit Cost Year 5

Description	Option C- Part #	Unit Cost Year 3	Unit Cost Year 4	Unit Cost Year 5

COMPANY: _____ DATE: _____

SIGNATURE: _____

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. A responsible officer or employee must sign with the firm name and all bids/quotes/proposals. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation returns envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed

and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization, which will perform the work, is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. Executive Order:

The contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with

the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) Incorporation of Provisions: The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #D608-043-RW and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal shall be accompanied with a Bid Bond, Certified Check, Cashier's Check, or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for the amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): St. Louis County The Annual Wage Order # 14 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until all parties have executed it thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, the Department will issue a "Notice to Proceed". A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-thousand dollars (\$1000.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties

can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.

- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

ANTI-COLLUSION STATEMENT

D608-043-RW Transportation Management Center Video Wall Upgrade

STATE OF _____)
)
COUNTY OF _____) SS.

_____)
being first duly sworn, deposes and says that he is

_____)
Title of Person Signing
of

_____)
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____
By _____
By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public
My Commission Expires _____

**D608-043-RW- TRANSPORTATION MANAGEMENT CENTER VIDEO WALL
UPGRADE**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that
we _____

_____,
as Principal and _____, as Surety are held
and firmly bound
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and
Transportation Commission**) in the penal sum of:

_____ Dollars (\$ _____) to be paid to the **State of Missouri or to the
Missouri Highways and Transportation Commission**, to be credited to the State Road Fund,
the Principal and Surety binding themselves, their heirs, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and
Transportation Commission for furnishing Traffic Management Center Video Wall Upgrade as
set out in the bid to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept
the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri
Highways and Transportation Commission the contract and contract bond in compliance with the
requirements of the proposal, the specifications and the provisions of law, to the satisfaction of
the Highways and Transportation Commission, then this obligation shall be void and of no
effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and
Transportation Commission, fail to comply with any requirement as set forth in the preceding
paragraph, then the State of Missouri acting through the Missouri Highways and Transportation
Commission shall immediately and forthwith be entitled to recover the full penal sum above set
out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.