



**MISSOURI DEPARTMENT OF TRANSPORTATION
PROPOSAL GUIDELINES AND DOCUMENTATION**

REQUEST FOR PROPOSAL

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 19, 2007	QUOTE DUE BY (DATE AND TIME): MAY 1, 2007 AT 1:00 PM	F.O.B. REQUIREMENTS: DESTINATION
TO BE STARTED NO EARLIER THAN: ASAP AFTER BID AWARD TO BE COMPLETED NO LATER THAN: 06-01-2007	PROPOSAL #: P4- 07-001 THIS PROPOAL # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER: ROBIN WARREN 816-622-0054
District Mailing Address: Missouri Department of Transportation – District 4 General Services (Procurement) Division 600 NE Colbern Road Lee's Summit, MO 64086		Project Location: District Office 600 NE Colbern Road Lee's Summit, MO 64086

PROJECT PRICING / PROJECT REQUIREMENTS

QTY	U/M	SCOPE OF WORK	COST
4	Total	Color Cameras (3 Interior, 1 Exterior) See attached Scope of Work.	\$
3	Total	Tamper proof doom housing with heater, fan & blower assemblies for the existing interior color cameras. See attached Scope of Work.	\$
1	Total	16-Channel Digital Video Recorder (CCTV). See attached Scope of Work.	\$
		System Maintenance Contract. See attached Scope of Work.	
		Year Two	\$
		Year Three	\$
		Year Four	\$
		Year Five	\$

TOTAL PROJECT COST	\$
---------------------------	----

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

SCOPE OF WORK

GENERAL

The Missouri Department of Transportation is requesting a proposal for building access control systems, intrusion monitoring systems, television monitoring systems, and/or Pressure Sensitive Photo ID. Card Overlay Printing System and provision of the systems' maintenance for its District 4 Office Building and/or Garage Building located in Lee's Summit, Missouri. A contract for equipment and services may be awarded to the firm who best proposes to fulfill the Department requirements as specified in the Basis of Contract Award section contained herein. The effective date of the contract will be the date of contract award.

The Department reserves the right to reject any and all proposals on the basis of an inability of the prospective offeror to satisfactorily meet the requirements as specified in the Basis of Contract Award section. To be deemed responsive an offeror must price all systems contained herein, however, all items must be priced separately. **Proposals must be submitted no later than 1:00 PM, April 30, 2007.**

SCOPE OF WORK:

Item 1. Four (4) Color Cameras (3 Interior, 1 Exterior) for the District 4 Headquarters Office.

If accepted, the offeror will provide and install three (3) closed circuit television (CCTV) **color** camera at or near the 2nd floor stairway areas within the interior of the District 4 Headquarters Office Building and one, closed circuit television (CCTC) color camera on the exterior of the front of the building.

Color Camera and Lens

1/3" interline transfer CCD, 750 (H) x 490 (V) pixels

High sensitivity to 2 lux at f1.4

Automatic gain

Internal sync or automatic switching

Selectable auto iris control signal

S/N 46 db or better

120 VAC

Tamper proof doom housings with heater, fan and blower assemblies.

Item 2. Bidder will also price installation of tamper proof doom housings with heater, fan and blower assemblies for the three (3) internal cameras that are already installed.

Item 3. Bidder will price a 16 Channel Digital Video Recorder (CCTV) for the District 4 Headquarters Office.

User-friendly interface

Network capable to allow selected managers viewable controls

Search for events by date, time, or alarm event

Internal storage up to 1 TB

External Storage of up to 20 TB

Local live viewing on the real time display

Recording resolutions up to 720x480, 60 IPS

On board recording archive DVD =R/-R dual layer compatible

The offeror will provide a complete description of the manufacturer's warranties for each piece of equipment for the CCTV System bid. Any available extended warranty information will also be provided.

Necessary wire, to include plenum cable where necessary, and conduit as needed in exposed areas or when required to meet National or Local Electric Codes for all of the above installations.

MAINTENANCE REQUIREMENTS (All Items)

The offeror shall provide local routine and emergency maintenance service to closed circuit television (CCTV) and digital recording systems to ensure their operational readiness at all times. A maximum four-hour emergency response to all reports of malfunctioning systems from the offeror's location(s) to the District 4 Office located near the intersection of I-470 and Colbern Road, in Lee's Summit, Missouri, shall be required.

SYSTEMS MAINTENANCE CONTRACT (All Items)

A five-year full maintenance contract for the closed circuit television (CCTV) and digital recording systems with an option to renew for additional five years shall be provided by the offeror. The maintenance contract will be to provide the services as described in the Maintenance Requirements Section of the Bid Specifications.

Note: The purchaser reserves the right to accept the offeror's Maintenance Contract in whole, in part or not at all for closed circuit television (CCTV) and digital recording systems.

System maintenance pricing requirements shall be as follows:

Year One: Covered at no additional cost by the offeror's/manufacture's warranty.

Year Two: At offeror's specified price for year two or covered at no additional cost through the offeror's/manufacture's warranty.

Year Three: At offeror's specified price for year three.

Year Four: At the year three price.

Year Five: At the year three price.

All contract maintenance services shall be provided free of any and all, "Scheduling Fee Charges."

At the conclusion of the initial five-year maintenance contract the offeror shall submit a year-by-year contract price for an additional five years of system maintenance. A contract will be entered into between the system's owner and the offer upon agreement of both parties to the terms and conditions of the extended five-year maintenance contract or it may be rejected by the owner.

BASIS OF CONTRACT AWARD (All Items)

Consideration and the ultimate selection of an offeror to supply all systems described herein will be based on the following criteria and the percentage of compliance achieved in each category listed:

Meets or exceeds Scope of Work criteria	20%
Meets or exceeds Warranty Requirements criteria	20%
Meets or exceeds Maintenance Requirements & Maintenance Contracts criteria	20%
Systems' state-of-the-art technology, capability & reliability	15%
Installation & Maintenance Contract costs & monthly monitoring service fees	15%
Customer references	10%

Note: To ensure accurate evaluation of the state-of-the-art criteria requirement the offeror will furnish the purchaser with the brand names and description of all of the closed circuit television (CCTV) and digital recording system components.

The offeror who acquires the greatest total percentage assigned to the above criteria and complies with all specifications and other requirements so indicated will be awarded a contract for the provision of closed circuit television (CCTV) and digital recording system.

NOTIFICATION OF AWARD

It is anticipated that seven (7) days will be necessary to review all submitted proposals.

COMPLETION OF ALL INSTALLATIONS

The effective date of the contract will be the date of contract award. The successful bidder will have sixty (60) days from the date of the contract award to complete all installations.

Any questions regarding the Scope of Work Requirements should be directed to the following individuals:

SUBJECT AREAS	KEY CONTACTS	PHONE
Bidding & Procurement Procedures	Robin Warren	(816) 622-0054
Building Construction & electrical	Marvin Wallace	(816) 622-0078
Computer Hardware/Phone	Andrea Mulligan	(816) 622-0482
System Requirements/Trouble Shooting	Joe Jarboe	(816) 622-0300

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

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

GENERAL TERMS AND CONDITIONS

General Performance

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

Deliveries

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

Nondiscrimination

- a. The 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.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

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

Preferences

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

Remedies and Rights

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

Cancellation of Contract

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

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- 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, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

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

Inspection and Acceptance

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

Warranty

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

Status of Independent Contractor

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

Indemnification

- a. The 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.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the provisions outlined in the solicitation documents.

Award

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