



**Kevin Keith, Director**

CCO Form: GS14  
Approved: 02/06 (AR)  
Revised: 12/10 (AR)

**REQUEST FOR PROPOSALS  
SL13-074-RW Video Wall Controller  
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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 Proposal (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described items to the Missouri Highways and Transportation Commission (**MHTC**). Six (6) copies of each proposal, and one CD, electronic copy, must be mailed in a sealed envelope to 2309 Barrett Station Road, Ballwin, MO 63021, Missouri Department of Transportation, or hand-delivered in a sealed envelope to the Procurement Office at 2309 Barrett Station Road, Ballwin, MO 63021. Proposals must be returned to the offices by **February 15, 2013** no later than **10:00 a.m. CST**.

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

## PROPOSAL

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

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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## ACCEPTANCE

This proposal is accepted by MHTC.

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(Name and Title)

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Date

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

**(A) Request for Proposal:** This document constitutes a RFP from qualified organizations to provide a replacement video wall controller system and video wall monitors preventative maintenance to the MHTC and the Missouri Department of Transportation (**MoDOT**).  
**Completion date of project: April 31, 2013.**

**(B) Background:** The Missouri Department of Transportation (MoDOT) seeks proposals to provide a replacement video wall controller system for the St. Louis District. Each Offeror is solely responsible for a prudent and complete personal examination and assessment of the requirements and specifications, and/or any other existing condition, factor, or item that may affect or impact on the performance of the controller as described and required by the Contractual Requirements. The Offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to (1) the Offeror's failure to comprehend specifications as supplied (2) the Offeror's failure to solicit pertinent data or information, etc.

**(C) Fiscal Year:** The fiscal year runs from July 1-June 30, period of service will be from Date of Award through February 28, 2015, with the option(s) to extend the contract for additional parts and on- site service warranties for up to two (2) one (1) year periods, at the sole discretion of the Missouri Department of Transportation.

**(D) RFP Schedule :** The schedule for this RFP is as follows:

<b>Activity</b>	<b>Date</b>
Issuance of RFP	January 15, 2013
Pre-Bid Meeting	January 30, 2013
Responses to Questions	February 8, 2013
<b>RFP Closes</b>	<b>February 15, 2013</b>
Award Notification	February 28, 2013

Dates are subject to change,

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

**(A) Services:** The Offeror shall provide competitive, sealed proposals for the provision of an updated video wall controller (BARCO TransForm-A) in the St. Louis District Transportation Management Center (TMC) as set forth by this RFP.

**(B) Specific Requirements:** The Offeror will provide to MoDOT six (6) copies and one electronic copy (CD) of the program proposal which will include but may not be limited to the following:

- Shop drawings of devices
- Schematic of typical communication layout
- Timeline (per pricing page)
- Cost (per pricing page)
- Specification compliance confirmation per line item (does or does not meet)

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

### **1. GENERAL**

#### **1.1. Description**

1.2. This functional specification describes the minimum acceptable design and operational requirements of a replacement Traffic Management Center (TMC) Video Wall Controller System for the Missouri Highways and Transportation Commission (Commission).

1.3 Video Wall Controller System shall be compatible at a minimum with existing TMC Monitors (12 -50" video projector cubes, 18- 40"LCD monitors, and 6-60" LED) keep

1.4 Video Wall Controller System shall provide a complete all-digital solution for , routing, displaying and managing visual information on the TMC Video Wall

1.5 Video Wall Controller System protocol shall operates over standard dual-link DVI cables

1.6 Video Wall Controller System shall supports a wide variety of visual inputs including analog video, digital video (MPEG2, MPEG4, H.264), web-based sources, and local work

stations The visual sources shall be placed and resized individually anywhere on the wall or, through the click of a mouse, the entire wall shall revert to a preset layout of windows

- 1.7 Video Wall Controller System shall support at a minimum Cohu, Pelco, Teleste, Cornet and Axis encoders
- 1.8 Video Wall Controller System shall interface with the existing ATMS (TransSuite) through API other means of control
- 1.9 Video Wall Controller System shall use the Window-based VCS Control software
- 1.10 Video Wall Controller System shall have remote management and configuration capabilities such that the video wall can be operated from a remote location inside the TMC
- 1.11 Video Wall Controller System shall have the ability to operate a minimum of forty video streams simultaneously without utilizing more than 50% of overall system resources
- 1.12 Video Wall Controller System shall have the capability to configure multiple video wall layouts, and allow users to easily select and display selected layouts
- 1.13 All ancillary cabling, components, mounting equipment and hardware as required for the complete operable video wall system
- 1.14 The vendor shall provide a minimum of two preventative maintenance per year of the Video Wall Controller System
- 1.15 The vendor shall provide a minimum of two preventative maintenance per year of the existing Video Wall Monitors (19-40" NEC MutliSync LCD4020, 12-50" DLP BARCO Projector Cubes and 6-60" LED Samsung
- 1.16 Two (2) year system warranty
- 1.17 Training Documentation
- 1.18 Operations and Maintenance Manuals
- 1.19 Video Wall System shall be compatible with all other TMC systems at the time of installation and acceptance
- 1.20 The existing TMC Video Wall Controller System (Barco) shall be removed and placed in an area identified by MoDOT personnel

1.21 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.

1.22 Warranty

Minimum two-year system warranty after acceptance of the contract with an option of two 1 year extension.

1.21 Pre-Bid Meeting

All interested contractors/vendors should attend a pre-bid meeting on 01/30/2013 @ 10:00AM, Local Time at the TMC located at 14301 South Outer Forty Drive, Chesterfield, MO 63017 for question and answer session.

1.22 Vendor Demonstration

Vendors may be asked to participate in an interview and presentation session for their proposal prior to evaluation and selection.

## **2.0 VIDEO SYSTEM ACCEPTANCE TESTING**

2.1 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.

2.2 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.

2.3 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.

## **3.0 OPERATIONS AND MAINTENANCE TRAINING**

3.1 The Contractor shall provide a separate administration and operational 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.

3.2 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.

## **4.0 OPERATIONS TRAINING**

4.1 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 St Louis District TMC.

4.2 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.

4.3 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.

4.4 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.

4.5 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.



## **5.0 WARRANTY AND SERVICE REQUIREMENTS**

5.1 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, and 4

The contractor shall also provide:

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

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.

5.2 Parts and On-Site Service warranties shall have a 2-business day replacement guarantee.

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.

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

### **SECTION (3): AGREEMENT REQUIREMENTS**

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

- (A) **MHTC's Representative:** MoDOT's District Engineer-SL, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the District Engineer-SL. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the District Engineer-SL: 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 Offeror:** The Offeror represents itself to be an independent Offeror offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) **DBE/WBE Participation Encouraged:**

1. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subOfferors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, sub-offerors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in

part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

3) Annual Wage Order #19 to apply for St. Louis County. The bidder is advised that prior submitting a bid, the bidder must review the annual wage order for each applicable county. The annual wage order is included as an attachment to the solicitation document.

**Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009,

RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

- (L) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (M) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (N) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (O) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (P) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (Q) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (R) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (S) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (T) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (U) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.
- (V) **Insurance:** The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:
- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
  - b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
  - c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**(W) Liquidated Damages:**

- a. In the event the successful Offeror 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 500-hundred dollars (\$500.00) per day, per item, for each assessable calendar day on which the delivery and installation has not been completed, is reasonable and the best estimate which the parties can arrive as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Offeror or otherwise collected from the Offeror as liquidated damages. Completion date : April 31, 2013.
- b. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

**(X) Bid/Proposal Guaranty and Contract Bond:**

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a warranty 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.
- d. 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 it has been executed by all parties thereto.



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

**(A) SUBMISSION OF PROPOSALS**

- 1. Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to attention: Teresa (Terri) Mount, Senior Procurement Agent, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
- 2. Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Teresa (Terri) Mount, Senior General Services Specialist, email: [teresa.mount@modot.mo.gov](mailto:teresa.mount@modot.mo.gov), (314) 301-1431 telephone, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021. All written questions must be addressed to Teresa (Terri) Mount no later than **10:00 a.m., CST, February 4, 2013.** Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for Offerors to retrieve, **February 8, 2013.**

**(B) REQUIRED ELEMENTS OF PROPOSAL**

- 1. Specifications.** The proposal must clearly identify the Offeror's products in all technical areas of the specifications, indicating on a line by line basis if the products so offered meet the specifications as written.
- 2. Proposed method of performance:** Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of the RFP.

(C) **EVALUATION CRITERIA AND PROCESS**

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

- |    |  |      |
|----|--|------|
| A. | Meeting all areas of Specifications  | 25 % |
| B. | Proposed Method of Performance;<br>Overall technical approach and quality control<br>Plan. | 50 % |
| C. | Cost, Fees and Expenses;   | 25 % |

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) **PRICING**

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

2. **AWARD**

Award will be based on Best Value. Award will be made to the most responsive and responsible bidder whose proposal is determined to be most advantageous to MoDOT, taking into consideration all evaluation factors.

**SECTION (5):  
PRICE PAGE (1)**

**FEE SCHEDULE:** The Offeror shall indicate below all fees for providing items in accordance with the provisions and requirements stated herein.

**1.0 Video Wall Controller Installed (*indicate brand, make, manufacturer below*)**

\$ \_\_\_\_\_

*Total cost including initial two year warranty/preventative maintenance*

**2.0 Training per RFP**

\$ \_\_\_\_\_

**3.0 TOTAL COST**

\$ \_\_\_\_\_

*Lines 1 .0 and 2.0*

**4.0 On- site service/ Hourly Rate**

\$ \_\_\_\_\_

Offeror's Authorized Signature:

Date:

\_\_\_\_\_  
Company Name:

- (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	
<b>ON SEPARATE SHEET FURNISH PARTS LIST AND PRICES OF ALL SUPPLIED COMPONENTS FOR RENEWAL PERIODS YEARS 3 AND 4</b>	

(B) **RENEWAL(S):**

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**First Renewal Period** \_\_\_\_\_ **Hourly Rate for on-site service (% increase)**  
 \_\_\_\_\_ **% decrease**  
 \_\_\_\_\_ **Annual preventative maintenance rate (yearly sum)**  
**(March 1, 2015- February 28, 2016)**

**Second Renewal Period** \_\_\_\_\_ **Hourly Rate for on-site service (% increase)**  
 \_\_\_\_\_ **% decrease**  
 \_\_\_\_\_ **Annual preventative maintenance rate (yearly sum)**  
**(March 1, 2016- February 28, 2017)**

## EXHIBIT I

## SIGNATURE AND IDENTITY OF BIDDER

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

( ) sole individual                      ( ) partnership                      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

[illegible]

doing business under the name of:

Address of principal place of business in Missouri

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

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

---

Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

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I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subOfferors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

(a separate affidavit is required for each owner and general partner) (*ONLY USE IF APPLICABLE*)

) SS

)

by me duly sworn, deposed as follows:

of lawful presence in the United States of America:

Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States

citizen.

- an alien lawfully

admitted for

permanent residence.



I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
\_\_\_\_\_  
Affiant Signature

Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT IV**  
SL13-074-RW Video Wall Controller

**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 updating the Traffic Management Center Video Wall 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.