



**MISSOURI DEPARTMENT OF TRANSPORTATION  
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION**

**THIS IS NOT AN ORDER**

**REQUEST FOR INFORMAL QUOTATION (RFQ)**

Please quote the lowest prices covering service specified and provide all information requested.

TODAY'S DATE: <b>07/15/2014</b>	QUOTE DUE ON OR BEFORE: <b>08/05/2014 @ 2:00PM CDST</b>	F.O.B. REQUIREMENTS: DESTINATION
BUYER/CENTRAL OFFICE PHYSICAL ADDRESS: 830 MoDOT DRIVE, JEFFERSON CITY, Mo 65109	QUOTATION NUMBER: <b>4-140805BR</b>	BUYER NAME: BETH RODEMAN BUYER TELEPHONE NUMBER: (573)526-2744 BUYER FAX NUMBER: (573) 526-1218 BUYER E-MAIL: ELIZABETH.RODEMAN@MODOT.MO.GOV
BUYER/CENTRAL OFFICE MAILING ADDRESS: PO Box 270, JEFFERSON CITY, Mo 65102	<b>All Quotes Must Be Received In A Sealed Envelope</b>	DELIVERY LOCATION: JEFFERSON CITY, MO

The purpose of this RFQ is to establish a contract for the purchase of an **Open Records Tracking System and ongoing support/maintenance.**

All responses to this RFQ MUST be submitted with this form and MUST be returned to the Buyer listed above at the Central Office address shown.

**Initial contract period is from Notice to Proceed through one (1) year.**

Vendors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Vendors are encouraged to obtain 10% MBE and 5% WBE participation.

**See pages that follow for additional instructions, requirements, and Terms and Conditions.**

**VENDOR INFORMATION**

<b>Company Name:</b>					
Vendor Name /Mailing Address	Vendor Contact Information (including area codes):				
	Phone #:				
	Fax #				
	Cellular #				
	E-mail				
Printed Name and Title of Responsible Officer or Employee:		Signature:			
Is your firm MBE or WBE Certified?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

# 1 Introduction and Background Information

- 1.1 This Request for Quote (RFQ) seeks quotes from qualified organizations to provide an **Open Records Tracking System (ORTS) and ongoing support/maintenance**, to the Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT). The effective date shall be the date of Notice to Proceed.
- 1.2 MoDOT utilizes an electronic records request tracking system to ensure compliance with the Sunshine Act, Revised Statutes of Missouri, Chapter 610, Open Records Law, in order to track requests for information and documents.
- 1.3 MoDOT's ORTS application is currently a Lotus Notes workflow application. In the current system, each record contains information about the request and a workflow section with the names of everyone who reviews the request. The workflow keeps track of when a person receives a request and when they forward it to the next person or group. Additionally, all of the correspondence is attached to the record. **Exhibit A** details the current required workflows and preferred enhanced system functionality.
- 1.4 Upon conversion from the current system to the new ORTS application, documents from current system will not require conversion to the new ORTS application, but will be stored on MoDOT's SharePoint site.
- 1.5 **Definitions:**
- a. **MoDOT Representative** shall refer to those MoDOT individuals authorized to perform by the Commission Secretary (CS) under the contract agreement resulting from this RFQ.
  - b. **Must** means that a certain feature, component, or action is a mandatory condition.
  - c. **Shall** has the same meaning as the word must.
  - d. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

# 2 Scope of Work

## 2.1 **General Performance Requirements:**

- 2.1.2 The Bidder shall provide all products and perform all services in accordance with the provisions and requirements stated herein, to the sole satisfaction of MoDOT.
- 2.1.3 Unless otherwise specified herein, the Bidder shall furnish all material, labor, and facilities necessary to perform the services required herein.

## 2.2 **Specific Performance Requirements:**

- 2.2.1 The ORTS should be either a Contractor-Hosted Software as a Service (SaaS) solution where the Bidder hosts the ORTS and data at a secure site determined by the Bidder or a Contractor-hosted perpetual license solution
- 2.2.2 The ORTS application shall be an "outward facing" system allowing public access for requests only and must allow only MoDOT staff access to the Sunshine Request Document once the request is submitted to MoDOT.
- 2.2.3 The general public should be able to access MoDOT's new ORTS application from any secure site in order to submit a request in accordance with Missouri's Sunshine Act. At a minimum the information collected should include, but not be limited to, the constituent's name, phone number, and documents requested.

- 2.2.4 The ORTS must be commercially available Commercial-Off-the-Shelf (COTS) software, currently in mainstream production, manufacturer-authorized and approved for immediate distribution (i.e. not in beta or test).
- 2.2.5 The ORTS may require some minor customization to meet all mandatory requirements herein, but the core product functionality must readily accommodate MoDOT existing workflows as demonstrated in **Exhibit A**.
- 2.2.6 The ORTS application **must** be compatible with the following features of the MoDOT computer environment:
- a. Microsoft Windows 7 or greater
  - b. 32-bit and 64-bit workstations
  - c. Microsoft Outlook
  - d. Microsoft Forefront Endpoint antivirus product
- 2.2.7 The ORTS application **must** have the following features:
- a. Web-based with the ability to link to system from MoDOT internet site
  - b. Allow for active directory integration
  - c. Limit access to only MoDOT users authenticated via active directory
  - d. Allow unlimited number of users. MoDOT's current employee count is 5,206. It is estimated that no more than 250 users would access the system at any one time
  - e. Allow all time spent researching and routing each request to be tracked and indicated on the Sunshine Request routing document
  - f. Provide data querying, viewing, and reporting capability
  - g. Prepare ad hoc reports from the data gathered in the system on a quarterly, semi-annual and/or annual basis such as the semi-annual reports provided in **Exhibit B**.
  - h. Capable of exporting output to Excel report format.
  - i. Interface with Microsoft Outlook and allow workflow notifications via Outlook.
  - j. Integrate with Microsoft Word to allow preparation of correspondence, and also allow administrators the ability to change templates (i.e., letterhead).
  - k. Open ended workflow that can be determined by each reviewer, which is based on MoDOT's active directory.
  - l. Retention schedule setting capabilities, which also allows for the waiver of the recommended destroy date and/or the ability to mark documents involved in litigation.
- 2.2.8 The ORTS application **should** meet the following requirements:
- a. Notification settings such as new request, reminders, and completed request.
  - b. Variable view settings or sort/filter capabilities.

## 2.3 **Software Licensing/Hosting Requirements**

- 2.3.1 The following requirements are applicable to responses that propose Contractor-hosted SaaS license model or Contractor-hosted perpetual license solutions:
- a. The Bidder shall supply a Contractor-hosted platform for the system and the state agency's data.
  - b. All servers used for the ORTS and MoDOT's data must physically reside within the Continental United States.
  - c. The Bidder's system must provide Disaster Recovery (DR) capability that ensures return to operation within forty-eight (48) hours with the data recovery point at no more than one (1) business day.

- d. All hosting facilities and hardware used for the ORTS and MoDOT's data must be protected from unauthorized access.
- e. The Bidder must provide advanced security technologies including, but not limited to, managed firewalls, encryption, authentication, intrusion detection, site scanning.
- f. The Bidder must monitor, review, respond to, and report access violations and log security alerts and notification activity within twenty-four (24) hours or one (1) business day.
- g. The Bidder must provide anti-virus and anti-spam protection that is updated as necessary to be current.

2.3.2 The following requirements must be met for SaaS solutions:

- a. License Grant for SaaS System: The Bidder shall grant MoDOT the right to a non-exclusive, non-transferable, irrevocable, and unrestricted license(s) to use the software and service including the current version of the software and updates during the term of the subscription on behalf of its agency end users, whether now existing or hereafter. MoDOT shall further have the right to appoint third-party agents to utilize the SaaS solution on its behalf as long as such third parties comport with the provisions of the licensing stated herein. The Bidder shall be responsible for the maintenance for the service platform including hardware maintenance, patches, software upgrades, and bug fixes. This maintenance shall be supplied for the term of the subscription at no additional cost. MoDOT shall have the right to receive the automated solution without limitations as long as the subscription fees have been paid. The SaaS license(s) must not be a named user license(s).
- b. All rights, title and interest in the software and any updates, upgrades or modifications shall remain the property of the Bidder.
- c. MoDOT shall have the option to approve upgrades and maintenance to the service platform to minimize downtime and interruptions to the service. Major upgrades such as a version release shall require coordination with MoDOT.

2.3.3 The following are requirements for non-SaaS solutions:

- a. The solution must :
  1. Be hosted on a virtual machine rather than a physical machine
  2. Support installation on Windows Server 2008 R2 or 2012
  3. Be written in Java or ASP.NET using C#.
- b. MoDOT prefers the solution to have an Oracle database platform, but will accept a solution operating on a Microsoft SQL Server. Quotations for an Oracle based platform must be compatible with Oracle 11G and with Linux Operating Systems. Quotations for SQL server platforms must be must be 2008 R2 or 2012 version.
- d. If the Bidder's solution is to be hosted by MoDOT the server component of the OTRS application must either be native to the server, deployable to Internet Information services (IIS), Tomcat, or an existing WebSphere Application Server which is running on Linux.
- e. When MoDOT upgrades its hardware technical infrastructure to the next evolution of the software/hardware/mobile operating system or components (i.e., such as upgrading from Microsoft Windows 7 to Microsoft Windows 8), the Bidder must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and performance specifications described herein this RFQ at no additional cost to the state agency.

## 2.4 **Support and Maintenance Requirements:**

- 2.4.1 The Bidder must provide maintenance support that includes all version upgrades.
- 2.4.2 The Bidder must provide e-mail and phone support from 7 a.m. to 5 p.m. Central Time, Monday – Friday, excluding weekends and state holidays.
- 2.4.3 The Bidder must provide comprehensive support of the ORTS application which includes, but is not limited to, online support, e-mail, remote desktop, web meeting, real time chat, ticketing system, and online knowledge base.
- 2.4.4 The Bidder's staff must return phone messages and e-mails within eight business hours of contact. MODOT's business hours are 7:00 a.m. to 5 p.m. Central Time, Monday through Friday.
- 2.4.5 The Bidder must extend the rights of the software license to allow the licensed software to execute in a test environment for the purposes of testing the compatibility of the licensed software with any upgraded or new software, which interfaces with the licensed software (such as the operating system) or testing a new version or release of the licensed software with existing software. The test environment may not be executed on the same hardware as the production system. This copy of the software will not be used for production purposes. MoDOT must be authorized to use these copies of the licensed software at no additional cost to MoDOT.
- 2.4.6 Maintenance must include, but is not limited to, system, software, hardware (applicable to Contractor-hosted solutions) and documentation maintenance. Documentation maintenance is updating documentation to reflect operations and maintenance changes. Hardware maintenance is the testing, repair and cleaning of equipment. All maintenance and technical support fees required in order to receive system updates (which include enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the license fees specified in the Pricing Pages. System maintenance must include the routine updating of files and disk or file maintenance. Software maintenance must include the updating of the application software and programs in order to meet changing requirements, such as adding new functions and changing data formats. System maintenance must also include fixing bugs and adapting the software to new hardware. If the state elects to utilize a state-hosted perpetual license model, then the Bidder shall not be responsible for hardware maintenance.
- 2.4.7 The Bidder should provide 24 hours per day, 7 days per week online support.

## 2.5 **Training Requirements:**

- 2.5.1 MoDOT prefers that training take place on-site in Jefferson City, Missouri, with additional training as needed which may be web-based. If the initial training session is insufficient and the state agency determines that additional training is needed, then the Bidder must provide additional training at no additional cost to the state agency within at least 120 calendar days after the initial training is completed.
- 2.5.2 The Bidder must provide all training required for successful operation of the system for staff designated by MoDOT.
- 2.5.3 The Bidder must provide an administrator training session for the ORTS for up to ten (10) administrators.
  - a. Administrator training must include, but not be limited to, the requirements outlined above and must include "Train the Trainer" type of instruction.
- 2.5.4 The Bidder must provide technical support staff/system administrator training session for up to ten (10) technical/system administrator users to include, but not be limited to, the requirements outlined above.
- 2.5.5 The Bidder should provide printed administrator guides for all administrators and technical support staff/system administrators and an online administrative knowledge base.

### 3 General Contractual Requirements

- 3.1 **Contract Period:** The original contract shall be effective from Notice to Proceed through one (1) year
- 3.2 **Components of Agreement:** The Agreement between MODOT and the Bidder shall consist of: the Request for informal Quotation (RFQ) and any written addenda thereto, the quote submitted by the Bidder in the response to the RFQ and the post-award contract agreement signed between the parties, an example of which is provided at **Exhibit C**. However, MODOT 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 RFQ or the Bidder's quote. The Bidder is cautioned that its quote shall be subject to acceptance by MODOT without further clarification.
- 3.3 **Renewals/Extensions:** The contract shall not bind, not purport to bind, MoDOT for any contractual commitment in excess of the original contract period. MoDOT shall have the right, at its sole option, to extend the contract for five (5) additional one-year periods, or a portion thereof. In the event MoDOT exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Bidder shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated in the quote. If the quote does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during renewal/extension periods shall be the same as during the original contract period. MoDOT does not automatically exercise its option for renewal based upon a quoted renewal percentage of increase without documented justification supporting an increase and reserves the right to offer or to request a renewal/extension of the contract at a price less than that price derived from the Bidder's percentage of maximum decrease stated.
- 3.4 **Property of State:** All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall become the property of MoDOT.
- a. Upon expiration, termination or cancellation of the contract, all such items shall become the property of MoDOT, which shall include all rights and interests for present and future use or sale as deemed appropriate by MoDOT.
  - b. All data stored on any service platform shall remain the property of MoDOT. Upon the termination of this agreement for any reason, all data shall be transferred back to MoDOT in a format acceptable to MoDOT within 5 business days after termination.

### 4 Quotation Submission and Award

- 4.1 **Pricing and Signature:** Quotes should be priced, signed and returned with necessary attachments to the Buyer, Beth Rodeman, at the address provided on the front page of this RFQ. Specifically, the front page, pricing pages, **Exhibit D or E** of this RFQ and any addenda must be manually signed and returned as part of the quotation.
- 4.2 **Submission of All Data Required:** The Bidder must respond to this RFQ by submitting all data required in paragraph 4.5 below for its quote to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a quote from further consideration.
- 4.3 **Public Inspection:** The Bidder is hereby advised that all quotes and the information contained in or related thereto shall be open to public inspection and that MoDOT does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization(s). Therefore, the Bidder must submit its quote based on such conditions without reservation(s).
- 4.4 **Clarification of Requirements:** Any and all questions regarding the statement of work, requirements, competitive procurement process, or other questions must be directed to the buyer, Beth Rodeman, Missouri Department of

Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, [Elizabeth.rodeman@modot.mo.gov](mailto:Elizabeth.rodeman@modot.mo.gov), phone number (573) 526-2744, or fax number (573)526-1218.

#### 4.5 **Required Elements of Quote**

- 4.5.1 **Experience:** The quote must clearly identify the Bidder's experience in offering the services requested in this RFQ. Information presented in this section should highlight any work with other state agencies or local governments in Missouri. A simple "yes, no, or compliant" response will not fulfill this experience description request. Bidder must furnish a complete listing of each subcontractor, if any, and complete contact information for that subcontractor.
- a. The information submitted by the Bidder in response to this section of the RFQ should include but not be limited to the following:
    1. Bidder's experience in offering the services requested in this RFQ during the past three (3) years in all areas of experience required in the Scope of Work.
    2. Bidder's experience for all resources proposed to support MoDOT in offering the services requested in this RFQ during the past three (3) years in all areas of experience required in the Scope of Work, including the name, location, telephone number, fax number and email address of the primary contact person for the Bidder.
    3. A list of the agencies, which your institution has served or currently serves, including the name, location, telephone number, fax number and email address of the primary contact person at each agency.
    4. The name, title, email address and telephone number of at least three officials of clients within the past three years. MoDOT would prefer this list be comprised of clients with similar systems as proposed. Quotes must also indicate the name, title, and telephone number of officials representing all clients your firm has served within the last twelve months. Quotes must also include the name, title, email address and telephone number of officials representing any client who has discontinued the use of the proposed ORTS application.
- 4.5.2 **Proposed Method of Performance:** The evaluation of the Bidder's Proposed Method of Performance shall be subjective based on the requirements stated herein. Therefore, the Bidder should present detailed information regarding how they intend to satisfy the requirements outlined in the Scope of Work of this RFQ and all services proposed in the response to this RFQ. A simple "yes, no, or compliant" response will not fulfill this description request.
- a. The information submitted by the Bidder in response to this RFQ should include but not be limited to the following:
    1. Sample implementation plan and installation schedule in the response to this request for all implementation phases. This plan should be the most cost effective efficient and timely plan option and must also include a target completion date.
    2. Sample and/or description of the number and types of available queries. If the queries are customizable by MoDOT, provide a description and/or examples of the process for creating custom reports.
    3. Detailed information regarding functionality of system such as file size capacity or limitations, if any, regarding such.
    4. If the solution requires customization, the RFQ response shall provide additional documentation regarding the customization process. This documentation must include a project plan including, but not be limited to, approach, level of work effort, number of hours, and hourly rate (see Pricing Pages).
    5. Proposed training plan which should include but not be limited to a description of the training format the credentials of the individual(s) who will perform this training and examples of the materials provided to the trainees.

6. Detailed description of the maintenance and support process. Attach detailed information related to the cost of the services and support provided, guaranteed level of service response.
7. Commonly reported issues experienced with current clients and the method currently used to resolve these types of system issues.
8. List of upgrades already implemented for the proposed system. The response shall also include any additional requirements imposed upon clients at the time of the upgrade such as amount of client time involved in the upgrade, any system outages related to the upgrade, etc. Bidder shall also indicate the next anticipated upgrade, as well as, the frequency of upgrades for the proposed system.
9. Documentation regarding financial solvency and capitalization for provision of services to MoDOT for the duration of the contract. Bidder should provide a general overview and brief history of the company, including parent and/or subsidiary companies, the number of employees. Explain if your company or an affiliate ever filed for bankruptcy.

b. MoDOT reserves the right to use this information, including information gained from any other source, in the evaluation process.

4.5.3 **Cost:** The objective evaluation of the Bidder's cost shall be based on a total of points computed utilizing the pricing quoted by each Bidder on the pricing pages and the process described below. Maximum allowable increases for renewal years shall not be evaluated as part of the proposed cost estimate, but will be subjectively evaluated under the Proposed Method of Performance.

4.6 **Evaluation Criteria and Process:**

4.6.1 **Evaluation Factors:** Any agreement for services resulting from this RFQ shall be awarded to the Bidder providing the lowest and best quote to MoDOT. After determining responsiveness, quotes will be evaluated in accordance with the following criteria:

- |   |                 |
|---|-----------------|
| a. Experience                           | 20 pts. Maximum |
| b. Proposed Method of Performance       | 30 pts. Maximum |
| c. Price of System and Maintenance Cost | 50 pts. Maximum |

4.6.2 The evaluation of cost will be conducted using a scale of fifty (50) possible points based upon a total amount for all service fees required in the original contract period only. For evaluation purposes only, the total number of hours for customization to fit MoDOT procedures shall be estimated at 40 hours. Cost points shall be calculated based on the sum from the below calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 50 = \text{Cost score points extended to 2 decimal places, 50.00 possible}$$

4.6.3 **Historic Information:** MoDOT reserves the right to consider historic information and facts, whether gained from the Bidder's quote, question and answer conferences, references, or other sources, in the evaluation process.

4.6.4 **Responsibility to Submit Information:** The Bidder is cautioned that it is the Bidder's sole responsibility to submit information related to the evaluation categories and that MoDOT's representative is under no obligation to solicit such information if it is not included with the Bidder's quote. Failure of the Bidder to submit such information may cause an adverse impact on the evaluation of the Bidder's quote.

4.6.5 **Additional Evaluation Factors:** MoDOT anticipates a short list of Bidder(s) may be developed based upon the evaluation results using the above referenced criteria. The following events may occur to provide additional information for inclusion in

the final evaluation. The original Scope of Work will remain unchanged. This is to be considered an opportunity to provide additional information to support the system offered in the original response.

- a. Web demonstrations: Oral presentations may be held via video conference. The format and criteria for these presentations will be established and communicated to the firm(s) selected for this process. These sessions will be closed to the public and only attended by the quotation team members and Bidder's selected staff.

## **5 Invoicing and Payment Requirements:**

- 5.1 The Bidder shall submit an itemized invoice to the MoDOT Commission Secretary's Office for the completion of deliverable.
- 5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract agreement. 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.
- 5.3 The Bidder shall understand and agree MoDOT reserves the right to make contract payments to the Bidder through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Bidder must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each Bidder invoice must be on the Bidder's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's Vendor Payment Website to enable the Bidder to properly apply state payments to invoices. The Bidder must comply with all other invoicing requirements stated in the RFQ.
- 5.4 The Bidder shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 5.5 Other than the payment specified above, no other payments or reimbursements shall be made to the Bidder for any reason whatsoever.
- 5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. MoDOT shall not make any advance deposits.
- 5.7 MoDOT reserves the right to purchase goods and services using the state-purchasing card.

## 6 Pricing Pages

6.1 **Fee Schedule:** The Bidder shall indicate below all fees in the unit of measure indicated for each item for providing services for the *original contract period* in accordance with the provisions and requirements stated herein. All costs associated with providing this service must be included in the prices below.

	U/M	DESCRIPTION	
Item 1	Each	<b>Open Records Tracking System</b> , up-front implementation, training, configuration, response and editing	\$ _____ each
Item 2	Per Month	<b>Support, Maintenance, Licensing and/or Hosting Fee</b> , services to provide all support and updates to ORTS application	\$ _____ per mo.
Item 3	Per Hour	<b>Hourly Rate</b> , if applicable, for customization to fit MoDOT procedures	\$ _____ per hr.

6.2 **Renewal Periods:** The Bidder shall provide below the maximum percentage of increase or decrease for the renewal periods to be applied to item 2 and 3 only. The percentage shall be computed against the **original contract period rates** for each renewal period. If a renewal percentage is not provided, the rate for the renewal periods shall be the same as the original contract period.

1<sup>st</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease

2<sup>nd</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease

3<sup>rd</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease

4<sup>th</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease

5<sup>th</sup> Renewal Period \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease

\_\_\_\_\_  
Name of the Bidder's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

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

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor 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.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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 quote, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

**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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**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 (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 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) 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.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

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 the MHTC, (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.

**Status of Independent Contractor**

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.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

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**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC 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 Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The contractor shall understand and agree that MHTC cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect MHTC, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds MHTC as an additional insured.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Prohibition Of Employment Of Unauthorized Aliens:**

- a. **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/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/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 D.
- b. **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 E.