



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

THIS IS NOT AN ORDER

REQUEST FOR INFORMAL QUOTATION (RFQ)

Please provide the lowest firm-fixed prices covering materials and services specified and provide all information requested.

TODAY'S DATE: 02/07/2014	PRICING INFORMATION DUE BY: 02/18/2014 2:00 P.M.	F.O.B. REQUIREMENTS: DESTINATION: MODOT 601 W. MAIN JEFFERSON CITY, MO 65101
TO BE DELIVERED AS QUOTED ON PRICING PAGE AND <u>NO LATER THAN 30 BUSINESS DAYS ARO</u>	QUOTATION NO: I4ZR218BR	BUYER NAME / TELEPHONE NUMBER: BETH RODEMAN (573) 526-2744 EMAIL: ELIZABETH.RODEMAN@MODOT.MO.GOV

District/Division Mailing Address/Facsimile #:	PO Box 270 Jefferson City, MO 65102 Fax: 573-526-1218	Contact Information for Questions Regarding Quote:	GENERAL SERVICES – INFORMATION SYSTEMS ATTN: BETH RODEMAN (573) 526-2744
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All responses to the Request for Quote MUST be submitted on this form and MUST be returned to the Buyer listed above at the Central Office address shown. See attached for conditions and instructions.

COSTS: All costs associated with providing these items must be included in the unit prices quoted below. This includes, but is not necessarily limited to shipping and/or freight.

Award: All or None

See Attachment for Terms and Conditions.

Vendor Information

Company Name:			
Vendor Mailing Address	Vendor Contact Information (including area codes):		
	Phone #:		
	Fax #:		
	Cellular #:		
	E-Mail Address:		
Printed Name and Title of Responsible Officer or Employee		Signature:	
Is your firm MBE or WBE Certified?	Yes		No

PRICING PAGE

Award: For the purpose of this bid, all items will be awarded on an “All or None” basis. Bids will be accepted on Item #s 1, 2, 3, and 4 in order to be considered for award.

Item #	DESCRIPTION	Quantity	Unit of Measure	Cost Per Unit	Delivery Time
1	<p><u>C2C, Central Site Polling PC Unit</u> Encore C2C IP Router P/N C2CME-CESN-0000-0 Sprint EVDO. Commercial platform, 1 Ethernet 10/100 port (Programmable WAN or LAN), 1 Analog CO Modem port, Integrated Sprint 3G Cell Modem. Included in the basic appliance: IP, SSL, VPN, Firewall software. Dual Antennas – one internal and one external. Standard AC power supply rated at 0 degrees Celsius to 50 degrees Celsius. Plastic Enclosure. Ability to remotely configure and monitor the unit over a secure wireless Internet connection. EACH UNIT MUST INCLUDE:</p> <ul style="list-style-type: none"> • Laird Phantom TRA6927M3PB-001 High Gain Antenna • Antenna Cable LMR-195-2 NMSM 24” • Set up fee (provision, configure and test routers) 	Unknown*	each	\$ _____	_____ Business Days After Receipt of Order
2	<p><u>C2C, Central Site Polling PC Unit Support</u></p>	Unknown*	Per Unit Per Year	\$ _____	
3	<p><u>Bandit-2, Remote Site Equipment</u> Encore Bandit 2 IP Router P/N B2000-CESN-0000-1 w/ Sprint EVDO Module. Hardened platform with 1 serial port for Legacy protocol support and 2 Ethernet 10/100 ports (typically 1 WAN and 1 LAN) , Integrated Sprint 3G Cell Modem. Includes SW for VPN (3DES/AES/SLE) Encryption, Metal Case, Extended temperature range 12VDC power supply (-40 degrees Celsius to 85 degrees Celsius). Ability to remotely configure and monitor the unit over a secure wireless Internet connection. EACH UNIT MUST INCLUDE:</p> <ul style="list-style-type: none"> • Laird Phantom TRA6927M3PB-001 High Gain Antenna • Antenna Cable LMR-195-2 NMSM 24” • Set up fee (provision, configure and test routers) 	Unknown*	each	\$ _____	_____ Business Days After Receipt of Order
4	<p><u>Bandit-2, Remote Site Equipment Support</u></p>	Unknown*	Per Unit Per Year	\$ _____	

* The quantity to be purchased is not known at this time and will be determined at time of order depending on prices quoted and budget allowances.

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.

Contract Period

- (A) The original contract period shall be from Issuance of Purchase Order through one (1) year.
- (B) **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 three (3) 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 Offeror 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 contract. If the contract 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 Offeror's percentage of maximum decrease stated.

Quotation Submission Information

(A) Submission of Quotes

1. **Pricing and Signature:** This solicitation seeks quotes from qualified organizations to provide the commodities and services described herein to the Missouri Department of Transportation (MoDOT). ***Your written quote may be returned via email, fax, or delivered by hand or courier service (UPS, Federal Express, etc.)*** at the office of the Buyer, Beth Rodeman, as provided in this RFQ. Any form containing a signature line in this RFQ and any amendments, etc., should be manually signed and returned as part of the quotation.
2. **Evaluation of Cost:** For the objective evaluation of the Offeror's costs, it will be assumed, for evaluation purposes only, 1 unit each of Items 1 and 2, C2C-Central Site Polling PC Unit and Support, and 6 units each of Item 3 and 4, Bandit-2, Remote Site Equipment and Support, will be purchased in the initial contract period. The Offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. MoDOT makes no guarantee regarding the accuracy of the quantities stated nor does MoDOT intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage. Maximum allowable increases for renewal years shall not be evaluated as part of the proposed cost estimate.
3. **Clarification of Requirements:** Any and all questions regarding the 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, phone number (573) 526-2744, or fax number (573)526-1218.

(B) Pricing

- 1. Fee Schedule:** The Offeror must submit a quote for all items on the pricing page, page 2, of this RFQ in order to be considered for award. The pricing page must be completed, and the cover page of this RFQ and Vendor Information & Preference Certification Form attached to this RFQ must be signed and returned with the Offeror's quote.
- 2. Renewal Periods:** The Offeror shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the original contract period prices for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

1st Renewal Period ____% of maximum increase and/or ____% of maximum decrease.

2nd Renewal Period ____% of maximum increase and/or ____% of maximum decrease.

3rd Renewal Period ____% of maximum increase and/or ____% of maximum decrease.

Name of the Offeror's Firm

Signature of Authorized Representative

Date Signed

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM
Vendor Information
All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: <i>If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.</i>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width:100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td> <td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td> <td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> </table> <i>If additional space is required, please attach an additional sheet and identify it as M/WBE Information</i>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

Preference Certification
All bidders must furnish ALL applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.</i>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria: Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs. Service-Disabled Veteran Business is defined as a business concern: <ol style="list-style-type: none"> a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and b. The management and daily business operations of which are controlled by one or more service-disabled veterans. 	
<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

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.

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

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.