



**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:	12/26/2013	QUOTE DUE ON OR BEFORE: 01/15/2014 @ 2:00PM CST	F.O.B. REQUIREMENTS:	DESTINATION
CENTRAL OFFICE PHYSICAL ADDRESS:	830 MoDOT DRIVE, JEFFERSON CITY, Mo 65109	QUOTATION NUMBER: I4ZR115BR	BUYER NAME /TELEPHONE NUMBER:	BETH RODEMAN 573-526-2744
Central Office Mailing Address:	PO Box 270, Jefferson City, MO 65102	All Quotes Must Be Received In A Sealed Envelope	DELIVERY LOCATION:	Jefferson City, Missouri

	U/M	DESCRIPTION	Hourly Rate	<i>COSTS: All costs associated with providing this service must be included in the unit price. This includes, but is not necessarily limited to shipping and/or freight.</i>
Item 1	Per hour	Managed services to provide remote support for database environments in accordance with requirements herein, Scope of Work, attached Terms and Conditions.	\$ _____ per hour	

Contract period is from Notice of Award through one (1) year.

Award: *All or None*

SEE ATTACHMENTS for Terms and Conditions.

Company Name:

All responses to this 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.

VENDOR INFORMATION

Vendor Name /Mailing Address	Vendor Contact Information (including area codes):	
	Phone #:	
	Fax #	
	Cellular #	
Printed Name and Title of Responsible Officer or Employee:	Email	
	Signature:	

Is your firm MBE or WBE Certified?

Yes

No

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.

Scope of Work: Managed Service to Provide Remote Support for Database Environments

The Missouri Department of Transportation (MODOT) is seeking a managed service to provide remote and/or onsite support for MoDOT's database environments, to include servers and operating systems. The purpose of this service is to serve as an expert technical resource for MODOT Information Systems staff. The available services shall include, but not be limited to, the following: availability to answer general or specific technical questions, provide technical training and supporting documentation, ability to assist with projects, product licensing support, platform support, operating system support, storage support, database support, troubleshooting, diagnosis and resolution of issues.

Offeror must possess technical experience in the areas listed below. Provide years of experience for each.

Oracle Databases,
Oracle Application Server
Oracle RAC
Storage for Oracle Databases
Microsoft SQL Server
Server support for AMD/Intel
Windows Server
Linux (RHEL)
VMware

Following is a list of requirements that must be met by the Offeror:

- Provide remote support 24 X 7 X 365
- Provide remote and/or onsite maintenance support as determined by MoDOT
- Provide proactive monitoring and support of MoDOT's database environments and its components
- Provide response to critical issues, as defined by MODOT, within a minimum of 2 hours, to include production and test environments
- Provide performance tuning to assure MoDOT is operating at maximum efficiency
- Provide a monthly summary of services provided and hours used
- Provide a tracking system for reported incidents
- Effectively communicate with MODOT staff in oral and written formats
- Adhere to MODOT security policies when accessing MoDOT's network and data while safeguarding such with all precautions necessary
- Any and all modifications to the Customer application and/or Database environment must first be discussed with, approved by, and authorized by MODOT personnel prior to work performance

It is estimated that approximately 20 hours per month of managed services work will be performed during the initial contract period. All estimated numbers provided herein are for informational purposes only and are not intended to reflect any guaranteed usage of this RFQ. MoDOT does not guarantee any minimum or maximum amount of the Offeror's services that may be required under this RFQ. MoDOT reserves the right to adjust the number of managed services hours required by MoDOT. Additional hours of service will be requested on an as needed if needed basis. If the need for additional services arises, the Offeror and MoDOT shall agree in writing on the timing and cost of each deliverable before the commencement of work.

Contract Period

- (A) The original contract shall be effective from Notice of Award 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. The MoDOT shall have the right, at its sole option, to extend the contract for four (4) 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

- Pricing and Signature:** Quotes should be priced, signed and returned with necessary attachments to the Buyer, Beth Rodeman, as provided in this RFQ. Specifically, any form containing a signature line in this RFQ and any amendments, etc., must be manually signed and returned as part of the quotation.
- Submission of All Data Required:** The Offeror must respond to this RFQ by submitting all data required in paragraph (B) 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.
- Public Inspection:** The Offeror 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. Therefore, the Offeror must submit its quote based on such conditions without reservations.
- 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, phone number (573) 526-2744, or fax number (573)526-1218.

(B) Required Elements of Quote

1. **Experience.** The quote must clearly identify the Offeror’s experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves. Also, please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subcontractor, if any, and complete contact information for that subcontractor.
2. **Proposed Method of Performance.** The evaluation of the Offeror’s Proposed Method of Performance shall be subjective based on the requirements stated herein. Therefore, the Offeror should present detailed information regarding how they intend to satisfy the requirements outlined in the Scope of Work of this RFQ. MoDOT reserves the right to use this information, including information gained from any other source, in the evaluation process. A simple “yes, no, or compliant” response may not fulfill this description request. The Offeror should present a detailed description of all services proposed in the response to this RFQ. It is the Offeror’s responsibility to make sure all requirements and services are adequately described.
3. **Cost. For critical support, it will be assumed, for evaluation purposes only, 240 hours of managed services work will be performed during 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.

(C) Evaluation Criteria and Process

1. **Evaluation Factors:** Any agreement for services resulting from this RFQ shall be awarded to the Offeror providing the 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	40 pts. Maximum
C. Cost	40 pts. Maximum
2. **Historic Information:** MoDOT reserves the right to consider historic information and facts, whether gained from the Offeror's quote, 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 MoDOT’s representative is under no obligation to solicit such information if it is not included with the Offeror's quote. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's quote.

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.

Missouri Highways and Transportation Commission
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. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

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:

- 1) 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;
- 2) 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;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

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
 - 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 A.
- 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 B.

