



**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: 07/23/2014	QUOTE DUE ON OR BEFORE: 08/14/2014 @ 2:00PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
BUYER/CENTRAL OFFICE PHYSICAL ADDRESS: 830 MoDOT DRIVE, JEFFERSON CITY, Mo 65109	QUOTATION NUMBER: I5ZR814BR	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	<i>All Quotes Must Be Received In A Sealed Envelope</i>	DELIVERY LOCATION: JEFFERSON CITY, MO

The purpose of this RFQ is to establish a contract for the purchase of a **means of mass notification and group messaging**.

All responses to this RFQ **MUST** be submitted with this form and **MUST** be returned to the Buyer listed above via e-mail, fax or by mail at the Central Office address, shown above.

The effective date is upon receipt of Notice to Proceed.

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 the following pages for additional instructions, requirements, and Terms and Conditions.

VENDOR INFORMATION

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

Is your firm MBE or WBE Certified? Yes No

1 Introduction and Background Information

- 1.1 This Request for Quote (RFQ) seeks quotes from qualified organizations to provide a means of mass notification and group messaging using text alerts, recorded voice messages, email, Rich Site Summary (RSS) feeds and social media channels, 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 currently has 5,106 full time employees (FTE), with an additional 600-700 seasonal employees and emergency operators. MoDOT estimates the initial need for approximately 3,500 users (full-time, seasonal and emergency personnel) to be enrolled in the mass notification and group messaging plan during the original 1-year contract period. The number of users may increase significantly (up to 6,000 users) during the original contract period and/ or renewal contact period(s).
- a. Bidders are advised that the number of employees and users assumption indicated above are estimated averages for informational purposes only. The Bidder shall agree and understand that MoDOT makes no guarantee regarding the accuracy of the quantities stated nor does MoDOT intend to imply that the figures in any way reflect actual or anticipated usage.
- 1.3 Definitions:
- a. **Must** means that a certain feature, component, or action is a mandatory condition.
- b. **Shall** has the same meaning as the word must.
- c. **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 solution quoted by the Bidder must have the following features and capabilities:*
- a. *Various levels of access for sending out communication (Administrators, Group or list administrators, basic user, etc.)*
- b. *Allow each enrolled user multiple phone numbers for contacting.*
- c. *Able to structure the enrolled users into groups/filters/lists, etc. (Example below)*
1. *St Louis*
 - a. *Maintenance Division*
 - i. *St. Charles County*
 - A. *Wentzville Building*
 - I. *Snow Supervisors*
 1. *Night Shift*
 - a. *Blue*
 - b. *Red*
- d. *Useable from a mobile device.*

- e. Accessible 24/7, 365 days a week
 - f. Able to be housed off-site of MoDOT facilities; a cloud based solution is preferred.
 - g. Able to send mass communications to end users via text, email, voice and RSS feed, 24 hours a day, 7 days a week.
 - h. Allow messages to be sent to an individual, a group or a combination of both.
 - i. Users drafting messages must be able to draft a single message via text, email and phone to send to end users. (i.e.: what is typed in a text notification is what is also sent in the email and spoken to end users on the phone calls.)
 - j. Reporting functions including but not limited to reporting of the success or failure of each message or communication sent
 1. Report data must be exportable into Excel or another useable format.
 2. Report data must be viewable from a mobile or desktop device
- 2.2.2 The Bidder must provide a minimum of 2 hours of lead technician training, for up to 25 staff, via a webinar or similar medium.
- 2.2.3 The Bidder must have a help desk support team which must be available 24/7 by either phone or email.
- 2.2.1 The solution quoted by the Bidder **should** have the following features and capabilities:
- a. Reliability rate of at least 97%
 - b. Templates available for standard communications as well as the option create and save MoDOT's own templates
 - c. Allow each enrolled user to have multiple contact email addresses
 - d. Allow users to update their own contact numbers and email addresses
 - e. Ability to integrate with Active Directory/MoDOT Phonebook or other system(s) to allow pull or push of user data
 - f. Repeats notifications until the notification has been acknowledged; automatically stops calling other devices on the recipient's profile once confirmation is received by a human
 - g. Group polling
 - h. Instant conference call bridging capabilities to a voice bridge number
 - i. Customizable caller ID – when a message is sent out, a number could be typed in that would show the receiver it was from a MoDOT source that sent the message. If the number of origin was 555-555-5555, MoDOT could change it to look like it came from 314-275-1500, the St. Louis Emergency Operations Center. This would help the recipient know the importance of the call and not ignore it.
 - j. Ability to export data in the tool (contacts, numbers, email address, etc.) into Excel or some other useable format
 - k. Ability to send message as a true SMS text in order to prevent it from get blocked by a phone carrier's SPAM blocker
 - l. Retain sent communications for a minimum of one (1) year
 - m. Retain reporting data for a minimum of one (1) year
 - n. Training available 24 hours/7days a week /365 days a year to users via web based training
 1. Training should include but not be limited to how to send message via text, phone and email.

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 contract service agreement to be signed between the parties, an example of which is provided at **Exhibit A**. 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 an address or fax number provided on the front page of this RFQ. Specifically, the front page, pricing pages, **Exhibit B or C and D** 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, at an address, phone or fax number provided on the front page of this RFQ.

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. The name, title, email address and telephone number of at least three officials of clients served within the last twelve months.
 3. Bidder's performance record including but not limited to reliability rates.

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.

- a. 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.
- 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.

- a. **It will be assumed, for evaluation purposes only, 3,500 users from various locations/districts across the state of Missouri will be included on the plan resulting from the award of any service contract agreement**
- b. The Bidder must provide with their quote additional detailed pricing sheets indicating rates (per user and/or per range of users, etc.) should the actual number of users utilizing the service vary from the estimated number of users, 3,500, provided above. If additional detailed pricing is not provided, pricing shall be the same as the price quoted on the pricing page for any number of users receiving services.
- c. The Bidder 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.

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. 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. 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.

5 Invoicing and Payment Requirements:

5.1 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract service 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.

- 5.2 The address to which the Bidder shall submit an itemized invoice for the completion of deliverable will be established upon Notice to Proceed.
- 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 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	One-time fees, if any. Please provide detailed description of such fees.	\$ _____
Item 2	Per Month	Group Messaging Plan*	\$ _____

*Pricing shall be based on an estimated 3,500 users to be included on the plan. The Bidder must provide with their quote additional pricing sheets detailing pricing should the actual number of users vary *If additional detailed pricing is not provided, pricing shall be the same as the price quoted on the pricing page for any number of users receiving services.*

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 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.

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

4th Renewal Period _____% of maximum increase and/or _____% of maximum decrease

5th Renewal Period _____% of maximum increase and/or _____% of maximum decrease

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

EXHIBIT A

CCO Form: GS09
Approved: 07/05 (BDG)
Revised: 05/14 (AR)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION CONTRACT SERVICES AGREEMENT

THIS AGREEMENT is entered into by (Contractor's Name) (hereinafter, "Contractor") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Contractor to perform *non-professional / professional* [select only one type, remove italics formatting and then delete this note] services in the nature of [Describe the services to be rendered]; and

WHEREAS, the Contractor represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing all personnel and the equipment, material and all other things necessary for [Describe the services to be rendered].

(B) The specific services to be provided by the Contractor are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, also referenced in RFP/RFB #####. **[Drafter's Note: If an RFB, the following portion applies. If an RFP, delete the remainder of the sentence.]** In addition, the Contractor shall comply with Exhibit II to this Agreement, titled "General Terms and Conditions and Special Terms and Conditions," which is attached hereto and made part of this Agreement.

(C) Components of Agreement: The Agreement between MHTC and the Contractor shall consist of: the RFP/RFB ##### and any written amendments thereto, the proposal submitted by the Contractor in the response to the RFP/RFB ##### and this Agreement.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

(3) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona

vide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(4) FEES: The amount to be paid to the Contractor by the Commission as full remuneration for the performance of all services called for in this Agreement is _____dollars (\$___), which is shown in Exhibit III, "Pricing Page", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: 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 the 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.*).

(6) 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.

(A) 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.

(B) 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.

[Drafter's Note: If applicable to extend the application of the EO to the subcontractors as well as contractors, use the following paragraph. Delete this note when agreement is complete and ready for execution.]

(7) INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraph 6 of this Agreement 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.

(8) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Commission

representative's decisions shall be conclusive, binding and incontestable.

(9) SUCCESSORS AND ASSIGNS: The Commission and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(10) INDEMNIFICATION: The Contractor 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 Contractor's performance of its obligations under this Agreement.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) AUDIT OF RECORDS: The Contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Contractor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(14) CONFIDENTIALITY: The Contractor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Contractor shall notify the Commission immediately of any request for such information.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Contractor.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Contractor and the Commission.

(17) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(18) BANKRUPTCY: 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 this Agreement or affirm this Agreement and hold the Contractor responsible for damages.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the Commission 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.

(20) COMMISSION REPRESENTATIVE: The Commission's (Authorized Person) is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) LAW OF MISSOURI TO GOVERN: This Agreement 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 relating to the performance of this Agreement.

[Drafter' Note: Use the following paragraph as applicable when services consist of or include highway construction. Delete this note when agreement is complete and ready for execution.]

(23) STANDARD SPECIFICATIONS:: All work and services provided by the Contractor pursuant to this Agreement shall be in accordance with the Commission's *Standard Specifications for Highway Construction, Standard Plans for Highway Construction, Manual on Uniform Transportation Control Devices* and the *Approved Products List for Traffic Signals and Highway Lighting*.

(24) CONTRACT PERIOD: The initial contract period is from (*Insert date*) to (*Insert date*).

[Drafter's Note: Use the following paragraph if renewal option was specifically outlined in the RFP or other Bidding documentation. Delete this note when agreement is complete and ready for execution.]

(25) RENEWAL INFORMATION: The contract shall not bind, not purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for (*Insert renewal periods and time lengths*), or any portion thereof. In the event that the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Contractor and the Commission.

[Drafter's Note: Use the following paragraph if the Agreement is for Audit Services and the same paragraph was specifically outlined in the RFP for the same services. Delete this note when agreement is complete and ready for execution.]

(26) PRE EMINENCE OF AGREEMENT TERMS AND CONDITIONS: The terms and conditions of this Agreement shall control the contractual relationship between the parties with respect to the services to be provided herein under and shall supersede any and all written terms and conditions contained in any Engagement Letters or correspondence of similar nature issued by the Contractor and required to be signed by the Commission's representative in the course of the Contractor's performance of the services under this Agreement (hereinafter "Engagement Letter"), to the extent those terms and conditions contained in the Engagement Letter are inconsistent or in conflict with any terms and conditions contained in this Agreement. All terms and conditions contained in any Engagement Letters that are inconsistent, or conflicting with terms and conditions in this Agreement shall be of no effect and force whatsoever.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Contractor the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

Title: _____

EXHIBIT B

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, personally
Affiant name
known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who
being by me duly sworn, stated as follows:

• I, the Affiant, 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, the Affiant, am the _____ of _____, and I am duly authorized,
title business name
directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, 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 subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

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

Signature Affiant

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

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

EXHIBIT D

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:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

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

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

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:

- 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.

Veteran Information

Business Information

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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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.shtml
 - 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 B.
- 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 C.