

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF TRANSPORTATION
INVITATION FOR QUOTATION (IFQ)**

IFQ NO.: SL14-119-RW
TITLE: St. Louis Spring Meeting
ISSUE DATE: March 25, 2014

CONTACT PERSON: Teresa (Terri) Mount
PHONE NO.: 314-301-1431
E-MAIL: Teresa.Mount@modot.mo.gov

RETURN QUOTATION NO LATER THAN: April 7, 2014, 10:00 a.m. Local Time

RETURN QUOTATION TO: MO. Dept of Transportation
2309 Barrett Station Road- General Services
Ballwin, MO. 63021
FAX NUMBER: 573-526-0016
EMAIL ADDRESS: Teresa.Mount@modot.mo.gov
Response may be faxed or emailed.

CONTRACT PERIOD(S) FIRM EVENT DATE: May 22, 2014 through end of event.

DELIVER SERVICES FOR THE FOLLOWING STATE AGENCY:

**Missouri Department of Transportation (MoDOT)
St. Louis District Spring Meeting**

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
PHONE NO.	FAX NO.	E-MAIL ADDRESS

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an Invitation for Quotation for the provision of conference services for MoDOT as set forth herein.

1.2 **Organization:** This document, referred to as an Invitation for Quotation (IFQ), has been divided into the following parts:

- a. Introduction and General Information
- b. Contractual Requirements
- c. Quotation Submission, Award Process
- d. Pricing Page
- e. Attachments

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

2.1.1 The contractor shall provide conference services for the St. Louis District Spring Meeting (hereinafter referred to as *conference*) for MoDOT (hereinafter referred to as *state agency*) in accordance with the provisions and requirements stated herein and in accordance with the requirements, provisions, specifications, and Terms and Conditions of the contract awarded in response to Invitation for Quote SL14-119-RW.

2.1.2 At a minimum, the contractor shall provide meeting space and the following:

- a. Banquet Room to Be Used For Meals, and Workshop .
- b. Equipment for use in the Meeting Rooms
- c. Box Lunch and Break refreshments
- d. Adequate parking for approximately 400 attendees. (Must be suitable for large trucks)

2.1.3 The state agency's conference is May 22, 2014 from 8:00 a.m. to 4:00 p.m. The contractor shall provide conference services during this fixed date.

2.1.4 The contractor's facility centrally located in the St. Louis District which is composed of St. Louis City, St. Louis County, St. Charles County, Jefferson and Franklin Counties.

2.1.5 The state agency estimates, , that approximately two groups of 360 people will be in attendance at the conference, a.m. and p.m. for a total of approximately 720.

2.1.6 **Attachment 1** provides a tentative agenda and breakdown for the conference.

2.2 Meeting Room Requirements:

2.2.1 The contractor shall provide 1 (one) large banquet/ meeting room area. This room should be capable of accommodating up to 360 people. Meeting room area to be set up in classroom/ auditorium style.

- a. The meeting room must be equipped with a white board projector screen and have internet access.
- b. Complimentary water and coffee set up at the back of room;
- c. Room to be within close proximity (200 ft. or less) of restrooms;
- d. The meeting room must be available to the state agency from 8:00 a.m. to 4:00 p.m. May 22, 2014.

2.2.2 A separate area must be available for meals to the state agency from 11:00 a.m. to 1:00 p.m. on May 22, 2014.

2.4 Meal and Break Refreshment Requirements:

2.4.1 The contractor must provide the meals and break refreshments listed below. However, the contractor and the state agency shall mutually agree upon the final food service schedule, menus, and prices for the meals and breaks, subject to the guaranteed not-to-exceed prices stated on the Pricing Page.

a. May 22, 2014 :

Box Lunches for 360 people from 11:00 a.m. to 12:00 p.m., and for second group of 360 people from 12:00 to 1:00 p.m.

2.6 Payment and Invoicing Requirements:

2.6.1 The contractor shall submit an itemized invoice to the state agency at the following address:

MO Department of Transportation – St. Louis
1590 Woodlake Dr., Chesterfield, MO. 63017-5712

2.6.2 The state agency shall pay for conference services in accordance with prices stated on the Pricing Page and as approved prior to the conference.

a. The state agency shall pay for meals, breaks for prior designated conference attendees only in accordance with the prices stated on the Pricing Page.

3. QUOTATION SUBMISSION, AND EVALUATION AND AWARD PROCESS

3.1 Quotation Submission

3.1.1 The bidder shall complete the front page and the Pricing Pages of this Invitation for Quotation and submit along with any other required information with the bidder's quotation to the state agency at the address indicated on page one of this document.

3.1.2 Open Records – Pursuant to section 610.021, RSMo, the quotation shall be considered an open record after the quotations are opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.

3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the quotation. The bidder's failure to provide required information with the quotation, including pricing information, may adversely affect the evaluation of the quotation.

- 3.1.4 The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFQ, the evaluation, etc., to the state agency contact person indicated on the first page of this document.
- 3.1.5 Pricing - The bidder must provide pricing as required on the Pricing Page.
- 3.2 Evaluation and Award Process** - Quotations will be evaluated and the conference awarded to the bidder with the lowest and best quotation as specified below and most suitable location deemed by MoDOT:
- 3.2.1 Determination of Lowest and Best Bidder
- a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:
1. The cost evaluation shall be based upon a total cost determined using the prices quoted on the Pricing Page.
 2. Evaluation of location site by MoDOT.
- 3.2.2 Determination of Responsiveness - Any quotation which does not comply with the mandatory requirements of the IFQ will not be considered for an award.
- 3.2.3 Determination of Responsibility and Reliability - After obtaining the approval of the Division of Purchasing and Materials Management, the state agency reserves the right to reject a quotation from a bidder if the State of Missouri is in receipt of information, from any source, regarding unsatisfactory performance of similar services by such bidder which occurred during the term of the contract awarded within the past eighteen (18) months.
- 3.2.4 The conference will be awarded to the responsive, and responsible and reliable bidder with the best overall pricing, and location, as determined by the St. Louis District of the Missouri Department of Transportation. MoDOT reserves the right to evaluate the site location for suitability including parking areas, rooms, etc.

(The remainder of this page was intentionally left blank)

4. PRICING PAGE

St. Louis Spring Meeting Conference: The bidder shall provide prices for the following in accordance with the provisions and requirements of the Invitation for Quotation. (c/s code 91512)

The bidder shall include all costs associated with providing the required services, including local taxes. Do not include State taxes.

FOOD: The bidder shall provide a guaranteed not-to-exceed price for each of the following. The bidder shall include all costs associated with providing the required service including gratuity and local taxes. Do not include State taxes in the prices quoted.

Box Lunch including Beverage, attach menu	\$ _____ Per person, per meal
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BREAKS: The bidder shall provide a guaranteed not-to-exceed price for each of the following. The bidder shall include all costs associated with providing the required service including gratuity and local taxes. Do not include State taxes in the prices quoted.

Coffee	\$ _____ Per gallon consumed
Iced Tea	\$ _____ Per gallon consumed
Iced Water	Complimentary
Hot Tea Bags	\$ _____ Per bag consumed

MEETING ROOMS: The bidder shall provide a firm, fixed total price for the meeting rooms. The total price for meeting rooms shall reflect the configurations and the approximate number of conference attendees indicated herein. The total price shall include all costs associated with providing the required service, including the rooms and set-up of such.

Meeting Rooms (General Session/ Banquet)	\$ _____ Total
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ADDITIONAL MEETING ROOM EQUIPMENT: The bidder must submit a list of additional meeting room equipment available and prices applicable for such equipment. The bidder should indicate a firm, fixed percentage discount off the additional meeting room equipment price list. The bidder is advised that the State of Missouri does not pay state or federal taxes. Therefore, if the bidder’s additional meeting room equipment price list references such, the State shall not be obligated to pay such.

Additional Meeting Rooms Equipment	_____ % Discount
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Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. 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. **Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results.**

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
NO	MINORITY BUSINESS ENTERPRISE (MBE) ? YES
NO	WOMEN BUSINESS ENTERPRISE (WBE) ? YES
NO	Would your company like information on becoming a registered/certified MBE/WBE vendor? YES

This document contains requirements related to the newly revised statute.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), 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. Additional specific information is included herein.

<http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

E-Verify is an example of a federal work authorization program. For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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 <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <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> </tbody> </table> If additional space is required, please attach an additional sheet and identify it as M/WBE Information		<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.	
<u>Item (or item number)</u>	<u>Location Where Item is Manufactured or Produced</u>
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: <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

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

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

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 Hotel and the Commission.

FORCE MAJEURE: This Agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If completion of the work within the contract time is prevented by any cause of force majeure, then this Agreement shall be void without penalty to either party for any such portion of the work not completed for such cause.

ILLEGAL ALIENS: The Hotel 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 Hotel hereby certifies that any employee of the Hotel 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 Hotel 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 Hotel 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.
- (C) The Hotel shall include the provisions of this paragraph in every subcontract. The Hotel 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.

INDEMNIFICATION: The Hotel 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 Hotel's performance of its obligations under this Agreement.

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.

LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Hotel shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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 bids/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 CONDITIONSDefinitions

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 bid/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.

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.

SPECIAL TERMS AND CONDITIONS

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.