

## ▼ MoDOT Instructions for Submitting a Response

### Instructions for Submitting a Response

The Missouri Department of Transportation is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov> (<https://www.missouribuys.mo.gov>)). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at

[https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf)  
([https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf)).

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov> (<https://missouribuys.mo.gov>)), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: [https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf)  
([https://missouribuys.mo.gov/pdfs/how\\_to\\_respond\\_to\\_a\\_solicitation.pdf](https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf)).

Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the Overview page, find the section titled, Original Solicitation Documents, review the solicitation document(s) then click on the box under Select, and then click on the Accept button.
2. To accept the addendum document, on the Overview page find the section titled Addendum Document, review the addendum document(s) then click on the box under Select, and then click on the Accept button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into MissouriBUYS.
  2. Select the Solicitations tab.
  3. Select View Current Solicitations.
  4. Select My List.
  5. Select the correct Opportunity Number (Opportunity No); the Overview page will display.
  6. Click on Review Response from the navigation bar.
  7. Click on Retract if your response needs to be revised.
  8. A message will come up asking, "Are you sure you want to retract the Bid". Click on Continue to confirm.
  9. Click on Respond and revise as applicable.
  10. Click on Review Response from the navigation bar and then click on Submit to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

## ▼ 1. MODOT RFP STANDARD PROPOSAL PROVISIONS

### 1.1. Standard Provisions

The solicitation for the procurement of services referenced therein, 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/Commission), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Offerors attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of proposals and the award of the contract pursuant to this solicitation.

### 1.2. Standard Provisions

All proposals must be submitted by a responsible officer or employee of the firm. Obligations assumed by such submission must be fulfilled.

### 1.3. Standard Provisions

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

### 1.4. List Of Acronyms

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals
<b>IDW</b>	Integrated Data Warehouse
<b>PM</b>	Project Manager
<b>ITS</b>	Intelligent Transportation Systems
<b>ITSH</b>	ITS Heartland

**MCOMP** Multistate Corridor Operations and Management Program

**O & M** Operations and Maintenance

## ▼ 2. MODOT RFP PROPOSAL CERTIFICATION

### 2.1. Proposal Certification

The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this Request for Proposal (RFP). All services shall be performed at the fees offered and in accordance with the terms of this RFP.

### 2.2. Proposal Certification

**By submission of the proposal, each Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:**

2.2.1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor.

2.2.2. Unless otherwise required by law, the proposed prices have not been knowingly disclosed by the Offeror prior the opening, directly or indirectly, to any other Offeror or to any competitor.

2.2.3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

2.2.4. The Offeror certifies this proposal is made without any connection with any other person, firm, organization or business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

## ▼ 3. MODOT RFP GENERAL DESCRIPTION AND BACKGROUND

### 3.1. General Description

This document constitutes a RFP from prospective qualified Offerors to provide to the MHTC, as set forth in this RFP. It is the intent of this RFP to have the successful Offeror enter into an Agreement with MHTC (hereinafter Resulting Agreement), to supply said services as outlined herein.

### 3.2. Background

This document constitutes a RFP from prospective qualified Offerors to provide all services necessary and defined herein to develop and maintain an Integrated Data Warehouse (IDW) for transportation data from MoDOT and the Iowa DOT, Kansas DOT, Nebraska Department of Roads and Oklahoma DOT to the Commission and MoDOT, as set forth in this RFP.

MHTC is seeking a qualified Offeror who can provide design, development, and operations and maintenance of an integrated data warehouse. It is the intent of this RFP to have the successful Offeror enter into a 2+-year Agreement with MHTC (hereinafter "**Resulting Agreement**"), to supply integrated data warehouse services as outlined herein.

The Federal Highway Administration (FHWA) awarded a grant (herein called the "MCOMP grant") to the ITS Heartland (ITSH) chapter, which is an official chapter of ITS America. This grant is intended to fund greater sharing of transportation information between the five ITSH state transportation agencies (Missouri, Iowa, Nebraska, Kansas, and Oklahoma) and their respective customers. The Missouri Department of Transportation is leading this effort on behalf of the ITSHCC member agencies.

The goals of MoDOT and the ITSH states are to improve the movement of commercial vehicles, provide better traveler information systems, and cooperatively plan operations support throughout the region.

The FHWA award for the MCOMP grant is to assist MoDOT and the ITSH states is providing improved real-time traveler information throughout the region by developing a regional data aggregation and data warehouse service for the five-state region.

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, Missouri and is governed by the MHTC, a six (6) member Commission appointed by the Governor. The Central Office provides oversight and support to seven (7) geographical districts primarily responsible for delivery of MoDOTs mission and tangible results. Each district contains approximately fifteen percent (15%) of the total road mileage in the state highway system. MoDOT employs approximately 5,100 full-time employees. About eighty percent (80%) of those employees work in the seven (7) districts with the remainder working in the various divisions within the Central Office facility.

### 3.3. Contract Period

The Contract Period for the performance of the services described in this RFP is from the date of the fully executed Resulting Agreement through December 7, 2020. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to this RFP.

### 3.4. Renewal Period

The contract shall not bind, not purport to bind, the MHTC 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 2 additional 1-year periods, 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 approved and signed by representatives of the Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively.

### 3.5. Schedule of Events

**Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.**

3.5.1. 08/31/2017 Issuance of RFP

3.5.2 09/15/2017 Deadline for Offerors to submit written questions and requests for clarification to the RFP Contact.

***All questions and request for clarification must be submitted via email:  
Leann.Kottwitz@modot.mo.gov (mailto:Leann.Kottwitz@modot.mo.gov).***

3.5.3. 09/29/2017 Issuance of Amendment with resolution to any questions submitted.

3.5.4. 10/12/2017 Deadline for submission of proposals and scheduled public reading of firm names of proposals received.

3.5.5. 11/01/2017 Announcement of Selected Offeror.

3.5.6. 12/8/2017 Contract Executed and Commencement of Project.

3.5.7. 03/09/2018 Completion and Final Approvals of Preliminary Engineering, System Architecture and Design.

3.5.8. 09/7/2018 Completion of Programming, Data Integration and Final Acceptance Testing. Integrated Data Warehouse is operational.

3.5.9. 12/07/2020 Completion of Contract Period.

## ▼ 4. MODOT RFP SCOPE OF WORK AND SPECIFIC SERVICES

### 4.1 Scope of Work

The successful Offeror agrees to provide to MHTC the following services:

The selected offeror will provide for the design, development, integration, implementation, maintenance and support of integrated data warehouse services. The services will be designed, developed and validated using a systems engineering approach and will meet the requirements stated in this RFP and in the attached ITS Heartland Multistate Corridor Operations and Management Program Grant Concept of Operations, System Requirements Specification and System Validation Plan.

The requirements contained in this RFP are intended to compliment and, where conflicts exist, supersede the requirements contained in the Concept of Operations, System Requirements Specification and System Validation Plan.

#### Project Budget

The established budget for this project is \$400,000.

#### Bidding

The offerors shall submit bids for each of the following items based on the requirements stated in this RFP and the attached documents and the level of effort and resources required to meet these requirements.

- Requirements Document
- Integrated Data Warehouse (IDW) Architecture and Design Document
- Acceptance Test Plans
- Operations & Maintenance Plan
- System Development and Integration
- Operations & Maintenance (8 quarters)

The amount bid for Research shall be the difference between the established project budget (\$400,000) and the sum of the bids of the above items.

### 4.2 Specific Services

The Offerors agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

#### 4.2.1. Preliminary Engineering & Design

The initial phase of the project provides for the required planning activities for the project and consists of the architecture and design document for the integrated data warehouse service, the test plans for system acceptance and the operations and maintenance plan.

#### **4.2.2. Requirements Document**

The Selected Offeror shall prepare a Requirements Document, acceptable to the MoDOT Project Manager, that identifies all requirements contained in this RFP and appropriate attached documents. The requirements shall be numbered and organized in a manner such that the Requirements Document will serve as a traceability matrix to assure all requirements are accounted for in the design and testing and the project management of the Integrated Data Warehouse services.

The Requirements Document shall include a table of project requirements based on the requirements in this RFP and the attached System Requirements Specification. Each requirement shall:

- Identify the requirement with a unique identification number, in a format acceptable to the MoDOT Project Manager, that shall be used to track the requirement throughout all project documentation.
- Cross-reference the requirement to the location in the RFP or other documents containing the functional requirement.
- Identify how compliance with the functional requirement is verified (Unit Test, Integration Test, Final Acceptance Test, design documents, process, etc.).
- Classify the requirement by type (process, programming, design, etc.) and entity responsible.

#### **4.2.3 Integrated Data Warehouse (IDW) Architecture and Design Document**

The selected offeror shall develop an IDW Architecture and Design document which describes the architecture of the IDW system and the specific design of the components and functionalities of the IDW system listed below.

- Data Collection
- Data Storage
- Integrated Data Warehouse Performance Measures
- Integrated Data Warehouse System Performance Measures
- Data Access and Distribution
- System Back-up
- System Access
- System Reporting
- Integrated Data Warehouse Performance and Reliability
- Integrated Data Warehouse Hosting

The IDW Architecture and Design document will also identify and track where and how the requirements contained in this RFP and in the attached Systems Requirement Specification document are provided for in the selected offeror's proposed design. These requirements shall be cross-referenced with the traceability matrix in the Requirements Document.

The Integrated Data Warehouse can either be hosted locally, on servers provided and managed by the Offeror, or be hosted in a cloud-based service. While it is anticipated the Offeror will make the arrangements for the hosting service, the service must be transferrable to another party beyond the duration of this contract and extensions.

The Integrated Data Warehouse shall be designed with an interface for authorized users to request operations data for specific locations and time periods. Additionally, there shall also be an API to allow users to pull a continuous data feed for specific highway(s) segment(s). The MoDOT Project Manager shall review and approve the IDW Architecture and Design document prior to the selected offeror proceeding to the Systems Development and Integration phase.

#### **4.2.4. Acceptance Test Plans**

The selected offeror shall develop acceptance test plans to identify the steps and procedures for conducting the Unit Testing, Integration Testing and Final Acceptance Testing as defined in this RFP and in the attached System Validation Plan.

These plans shall identify and track the specific requirements, contained in this RFP and the attached Systems Requirements Specification, which are being tested in each test procedure.

As clarification from the description of test requirements stated in the System Validation Plan:

- The Unit Testing will be conducted by the selected offeror's development team with the results provided to the MoDOT Project Manager.
- The Integration Testing will be conducted by the selected offeror's development team and the MoDOT's PM designated representative. The selected offeror's development team will document the results of the testing and provide the results to the MoDOT Project Manager.
- The Final Acceptance Testing will be conducted by the selected offeror's development team and the MoDOT's PM designated representative. The selected offeror's development team will document the results of the testing and provide the results to the MoDOT Project Manager.

The Acceptance Testing shall be conducted in the sequential order of Unit Testing, Integration Testing and Final Acceptance Testing, with successful completion of the testing before proceeding to the next level of testing, unless otherwise approved by the MoDOT Project Manager.

The MoDOT Project Manager shall review and approve the Acceptance Test Plans prior to the selected offeror proceeding to the Systems Development and Integration phase.

#### **4.2.5. Operations and Maintenance Plan**

The Selected Offeror shall provide support and maintenance for all components of the Integrated Data Warehouse services, as required in this RFP and System Requirements Specification. The Operations and Maintenance Plan shall address the following requirements:

- System uptime requirements
- Resolution of service interruptions
- Troubleshooting and resolution of problems and bugs
- Processing and data storage costs
- Backing up of data
- Maintaining functionality of data feeds
- Maintaining data distribution programming and APIs
- System access interface functionality
- Reports generation

#### **4.2.6. System Development and Integration**

Upon completion of the Preliminary Engineering & Design Phase (4.2.1.), the selected offeror may proceed to the Systems Development and Integration phase.

#### **4.2.7. Development Process**

In the development of the Integrated Data Warehouse, the Offeror shall employ an industry standard process for software development. This process shall include, at a minimum, the steps listed below and the process described subsequently and in the attached Development Process Flowchart.

- Provide a detailed system development schedule
- Review integrated data warehouse Architecture and Design document and develop consensus with the MoDOT Project Manager on system capabilities and features
- Develop Software Functional Flowchart (MoDOT Project Manager or designee review & approve)
- Develop GUI mock-up (MoDOT Project Manager or designee review & approve)
- Develop IDW system components
- Bi-weekly demonstration and progress review sessions (MoDOT Project Manager or designee review & approve)



- Conduct Unit Testing, Integration Testing and Final Acceptance Testing as defined in the Acceptance Test Plans.

#### **4.2.8. Acceptance Testing**

The MoDOT Project Manager shall review and approve all test results prior to the acceptance the production phase of the Integrated Data Warehouse.

#### **4.2.9. Operations and Maintenance**

Upon successful completion of all acceptance testing and approval of the MoDOT Project Manager, the Selected Offeror shall commence the Operations and Maintenance phase of the project.

#### **4.2.10. Operations and Maintenance Duration**

The duration of the Operations and Maintenance phase shall be for two years from the time of final acceptance.

Upon completion of the initial Operations and Maintenance period, at the discretion of the MoDOT Project Manager, the Operations and Maintenance phase may be extended for up to two additional 1-year contract periods. The cost of the additional 1-year Operations and Maintenance contracts shall be negotiated between MoDOT and the Selected Offeror.

#### **4.2.11. Operations and Maintenance Tasks**

The Selected Offeror shall provide all services necessary for the operations and maintenance of the Integrated Data Warehouse service as provided for in the approved Operations and Maintenance Plan.

#### **4.2.12. Research**

To date, most research on transportation operations performance measures has been focused on metropolitan areas. The research for measuring the performance of rural multi-state transportation corridors has been limited. The IDW will contain the data which provides an opportunity to research and develop such performance measures to improve understanding and how operations may be improved.

As part of this proposal, the selected offeror shall identify one or more research questions and proposed approaches that can be carried out with the added benefit of data from the IDW.

After successful deployment of the IDW and with data being collected, the selected offeror will provide a research plan for review and approval by the MoDOT Project Manager, which shall be completed by the end of the initial contract period.

Monthly status updates and reports shall be provided, and final report of research findings shall be provided, reviewed, and approved prior to the end of the initial contract period. If the research results in the development of any operational performance measures that can be reported on a consistent periodic basis (e.g. monthly, weekly, daily, etc.), these shall be made available to the participating states for the states to monitor and work to improve operations along these multi-state corridors.

Prior to the end of the first contract period and prior to the end of each subsequent extension period, the successful offeror will propose additional research questions to be answered as part of the proposal to continue services during that extension period. These questions may include new questions along with a refinement or further investigation into previous questions that may warrant such additional effort. However, the end of each contract period should produce a complete and substantial research effort with definite and useful results and conclusions. The quality of these research efforts will be a factor in the decision to exercise extension options with the selected offeror.

#### **4.2.13. Measurement and Payment**

This section addresses the manner in which the work will be measured and payment calculated.

#### **4.2.14. Requirements Document**

The method of measurement shall be per approved Requirements Document.

The basis of payment shall be the lump sum price bid for the development of the Requirements Document upon approval by the MoDOT Project Manager.



**4.2.15. Project Architecture and Design Document**

The method of measurement shall be per approved Project Architecture and Design Document.

The basis of payment shall be the lump sum price bid for the development of the Project Architecture and Design Document upon approval by the MoDOT Project Manager.

**4.2.16. Acceptance Test Plans**

The method of measurement shall be per approved Acceptance Test Plans.

The basis of payment shall be the lump sum price bid for the development of the Acceptance Test Plans upon approval by the MoDOT Project Manager.

**4.2.17. Operations and Maintenance Plan**

The method of measurement shall be per approved Operations and Maintenance Plan.

The basis of payment shall be the lump sum price bid for the development of the Operations and Maintenance Plan upon approval by the MoDOT Project Manager.

**4.2.18. System Development and Integration**

The method of measurement for the System Development and Integration shall be per successful completion the Integrated Data Warehouse, integration of all data components and the completion of the Unit, Integration and Final Acceptance Testing.

The basis of payment shall be the lump sum price bid for System Development and Integration upon successful completion of all acceptance testing for the operation of the Integrated Data Warehouse and approval by the MoDOT Project Manager.

At the sole discretion of the MoDOT Project Manager, interim progress payments may be made upon demonstration by the selected offeror of satisfactory progress in the development and integration of the system. The total of the interim progress payments for this item shall not exceed 50% of the total lump sum price bid for this item.

**4.2.19. Operation and Maintenance**

The method of measurement for Operations and Maintenance shall be the satisfactory completion and meeting all operations and maintenance requirements for each 3-month O & M period.

The basis of payment shall be the lump sum price bid for each quarter (3-month period) of Operations and Maintenance upon satisfactory completion as determined by the MoDOT Project Manager.

**4.2.20. Research**

The method of measurement for Research shall be the satisfactory completion and the acceptance by the MoDOT Project Manager of the Research report for the research conducted for the initial contract period.

The basis of payment shall be the lump sum price bid for Research upon acceptance of the annual Research report by the MoDOT Project Manager.

At the sole discretion of the MoDOT Project Manager, interim progress payments may be made upon demonstration by the Selected Offeror of either satisfactory progress or meeting mutually-established benchmarks for the research effort established for the initial contract period. The total of the interim progress payments for this item shall not exceed 70% of the total lump sum price bid for this item.

**4.2.21. Project Management**

1. General Requirement: As part of this project, the Offeror shall appoint a Project Manager (PM) that shall act as a single point of contact between MoDOT and the Offeror. Project management shall be a key responsibility of the Offeror, and a continuous function throughout the design, development, operations and maintenance and research phases of the project. The PM shall be an employee of the prime Offeror and authorized to represent the Offeror in all matters related to the project. The Offeror's Project Manager

assigned to the MoDOT project shall have the authority to make commitments and decisions that are binding on the Offeror and any subcontractors.

The PM shall have prior experience managing projects of this type and complexity. If the proposed PM is to change during this contract, prior approval of a new PM is required by the MoDOT Project Manager.

MoDOT has designated an MoDOT Project Manager to coordinate all project activities. All communications between MoDOT and the Offeror shall be coordinated through these individuals. The MoDOT Project Manager reserves the right to designate a representative to participate in or assist in the execution of any or all duties assigned to the MoDOT Project Manager as they relate to this project. In such instances, the Offeror shall interpret that the designee has the same level of authorization as the MoDOT Project Manager.

**2. Offeror's Project Manager's (PM) Responsibility:** The Vendor PM is responsible for the overall success of the project and ensuring the timely completion of all deliverables and tasks associated with this contract. The following identify specific items to be addressed regularly by the PM:

- Providing periodic updates to the Management Plan and schedules as needed, and in a file format approved by the MoDOT Project Manager. Changes to the management plan and schedule are subject to approval by MoDOT.
- Submitting periodic project progress reports detailing progress toward fulfilling objectives in the Management Plan and its project schedule, and highlighting items on the critical path. The project reports shall be on a bi-weekly basis during the Design and Development & Integration phases of the project. The project reports shall be monthly during the Operations & Maintenance and Research phases.
- Coordination of project resources, work, and subcontractors, so that schedule milestones are met in an efficient manner. Tasks shall be scheduled to minimize implementation time and cost and complete the contract within the schedule specified and budget.
- Coordination of all required deliverables, installation and configuration of software and hardware, data conversion, and documentation as required by the contract.
- Participating in periodic progress meetings and conference calls with project stakeholders and as requested by the MoDOT Project Manager.

For bidding purposes, it is anticipated the selected offeror shall participate in person in progress meetings once per month during the Design and Development and Integration phases and every three months during the Operations & Maintenance and Research phases.

#### **4.2.22. Project Management and Technical Meetings**

- Progress Review & Technical Meetings

Project management meetings shall be scheduled by MoDOT. The Offeror PM, the MoDOT Project Manager (or their designated representative), and any additional personnel pertinent to the work in progress shall participate in the project management meetings. Project management meetings shall review the progress report, update the status of tracked items and open action items, and obtain clarifications and information. The in-person project meetings shall be at locations identified by MoDOT.

The Offeror shall participate in technical meetings to discuss technical aspects of the project and to review comments on documents submitted for approval when requested by MoDOT. When appropriate, these technical meetings shall be conducted as extensions to the project management meetings. The Offeror shall record the minutes of each meeting and forward a copy to the MoDOT Project Manager within two (2) business days for review and approval.

At the discretion of the MoDOT Project Manager, in-person project management and technical meetings may be conducted by conference call/webinar.

#### **4.2.23. Project Schedule**

The following project phases and time periods are estimated for the progress of the project. The Selected Offeror should plan to allocate resources to this project to complete the Preliminary Engineering & Design phase and the System Development and Integration phase in the time periods stated below.

- Preliminary Engineering & Design Months 3
- System Development and Integration Months 6
- Initial Operations and Maintenance and Research Period Years 2
- Additional Operations and Maintenance and Research Period (Optional) Year 1
- Additional Operations and Maintenance and Research Period (Optional) Year 1

#### **4.2.24. Integrated Data Warehouse Design Requirements**

##### 1. Data Collection Requirements:

The Offeror shall meet the Data Collection requirements established in Requirement ID's 101 through 173 in the attached System Requirements Specification.

##### 2. Data Storage Requirements:

The Offeror shall meet the Data Storage requirements established in Requirement ID's 201 through 231 in the attached System Requirements Specification.

##### 3. Integrated Data Warehouse Performance Measurement Requirements:

The Offeror shall meet the Integrated Data Warehouse Performance Measurement requirements established in Requirement ID's 301 through 306 in the attached System Requirements Specification.

##### 4. System Performance Measurement Requirements:

The Offeror shall meet the System Performance Measurement requirements established in Requirement ID's 351 through 354 in the attached System Requirements Specification.

##### 5. Data Access and Distribution Requirements:

The Offeror shall meet the Data Access and Distribution requirements established in Requirement ID's 401 through 426 in the attached System Requirements Specification.

##### 6. System Back-up Requirements:

The Offeror shall meet the System Back-up requirements established in Requirement ID's 501 and 502 in the attached System Requirements Specification.

##### 7. System Access Requirements:

The Offeror shall meet the System Reporting requirements established in Requirement ID's 601 through 712 in the attached System Requirements Specification.

##### 8. System Reporting Requirements:

The Offeror shall meet the System Reporting requirements established in Requirement ID's 701 through 708 in the attached System Requirements Specification.

#### 9. Integrated Data Warehouse Performance & Reliability Requirements:

The Offeror shall meet the Integrated Data Warehouse Performance requirements established in Requirement ID's 801 through 803 in the attached System Requirements Specification

#### 10. Operations and Maintenance Requirements:

The Selected Offeror shall provide support and maintenance for all components of the Integrated Data Warehouse services, as required in this RFP and System Requirements Specification in accordance with the approved Operations and Maintenance Plan. The Selected Offeror will provide for all operations support and maintenance services during the initial contract period to address the requirement for the following areas:

- System uptime requirements
- Resolution of service interruptions
- Troubleshooting and resolution of problems and bugs
- Processing and data storage costs
- Backing up of data
- Maintaining functionality of data feeds
- Maintain data distribution programming and APIs
- System access interface functionality
- Reports generation
  - System Performance Reports
  - System Usage Reports
  - Roadway Performance Reports

#### 11. Research Requirements:

1. As part of this proposal, the selected offeror shall identify one or more research questions and proposed approaches that can be carried out with the added benefit of data from the IDW.
2. After successful deployment of the IDW and with data being collected, the selected offeror will provide a research plan for review and approval by the MoDOT Project Manager, which shall be completed by the end of the initial contract period.
3. Monthly status updates and reports shall be provided, and final report of research findings shall be provided, reviewed, and approved prior to the end of the initial contract period. If the research results in the development of any operational performance measures that can be reported on a consistent periodic basis (e.g. monthly, weekly, daily, etc.), these shall be made available the participating states for the states to monitor and work to improve operations along these multi-state corridors.
4. Prior to the end of the first contract period and prior to the end of each subsequent extension period, the successful offeror will propose additional research questions to be answered as part of the proposal to continue services during that extension period. These questions may include new questions along with a refinement or further investigation into previous questions that may warrant such additional effort. However, the end of each contract period should produce a complete and substantial research effort with definite and useful results and conclusions. The quality of these research efforts will be a factor in the decision to exercise extension options with the selected offeror.

## ▼ 5. MODOT RFP REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

### 5.1. Required Elements of Proposal

**Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. The proposal must be divided into sections corresponding to the list of elements described below.**

5.1.1. Experience, Expertise and Reliability - With regard to documenting its experience, expertise, and reliability in performing the requested services, the Offeror must provide information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between MHTC and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:

5.1.1.1. Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.

5.1.1.2. Contract dates.

5.1.1.3. A brief, written description of the specific services provided, methods used, and the results associated with the specific services provided.

5.1.1.4. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to MHTC.

5.1.2. Qualifications and Expertise of Key Personnel - Each Offeror must provide detailed information documenting the experience and qualifications of the key personnel who would be assigned to perform work under the Resulting Agreement between MHTC and the successful Offeror entered into pursuant to this RFP. Acceptable information shall include, but not be limited to, resumes detailing education, qualifications, previous work assignments, training, continuing education, certifications, etc. A work assignment organizational chart should be included in this section. Staff may be changed if those personnel leave the organization, are promoted or are assigned to another office. These personnel may also be changed for other reasons at the discretion of the Offeror provided that replacements have substantially the same or better qualifications or experience. However, in all cases, MHTC retains the right to approve or reject replacements.

5.1.3. Proposed Method of Performance - Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.

5.1.3.1. By reading the proposal, MHTC must be able to gain a comfortable grasp of the services to be provided and the methods proposed by the Offeror to provide them. A detailed explanation should be included to understand how the services comply with the requirements of this RFP.

5.1.3.2. In order to show feasibility, a timetable setting forth appropriate milestones shall be included in Offerors proposal, with sufficient detail explaining how Offeror will meet those timelines/milestones.

5.1.4. Proposed Fee - Offerors must complete the pricing information to this RFP as specifically directed therein.

5.1.5. References - Provide all references for which the Offeror firm provided services which are similar in nature to the services requested in this proposal over the past three (3) calendar years. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:

5.1.5.1. The reference firm name, address, telephone number, and fax number.

5.1.5.2. List of reference firm owners names and addresses.

5.1.5.3. A brief description of services provided and location of work performed.

5.1.5.4. Dates of contract and/or performance of service.

5.1.5.5. A contact person familiar with the services provided including their name, address, email

address and telephone number.

5.1.6. The proposals will be evaluated based on the adequacy of the Offerors response in addressing each of the Required Elements of the Proposal listed above as well as any other evaluation methods referenced in this RFP.

## 5.2. Submission of Proposals

5.2.1. Electronic Proposal Format - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html> (<https://missouribuys.mo.gov/bidboard.html>).

In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

5.2.1.1. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments. Electronic copies of the proposal and electronic attachments should be searchable.

5.2.1.2. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

5.2.1.3. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. MHTC will consider the response with the terms most favorable to MHTC.

5.2.2. Hard Copy Proposal Format - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

5.2.2.1. The proposal should be page numbered and the signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

5.2.2.2. The vendor should include one (1) original proposal. The front cover of the original proposal should be labeled original.

5.2.2.3. In addition, the vendor should include one (1) complete electronic copy of their proposal in Microsoft compatible format on password protected flash drives. The electronic copy should be in a searchable format to facilitate the evaluation process. The vendor should be sure to provide the password so MoDOT can access the documents. The vendor should ensure all media is identical to the vendors hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern. Electronic copies of the proposal and electronic attachments should be searchable.

5.2.3. Signatures - Any form containing a signature line in this RFP and any amendments, pricing pages, etc.,

must be manually signed and returned as part of the proposal.

5.2.4. Pricing The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices submitted. MHTC will not be liable for any charges beyond those detailed in the proposal.

5.2.4.1. MHTC shall not make any payment to the successful Offeror in advance of the services rendered by the successful Offeror.

5.2.4.2. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

5.2.5. Proposal Life The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5.2.6. Submission of All Information Required The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

5.2.7. Public Inspection The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

5.2.7.1. Offerors claiming a statutory exception to the Missouri Open Records Act must clearly identify any confidential documents. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

5.2.7.2. MHTC will not consider prices to be confidential information.

5.2.7.3. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

5.2.8. Clarification of Requirements It shall be the Offerors responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

5.2.8.1. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Contact listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in the Schedule of Events.

5.2.8.2. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

5.2.9. After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the



Offerors. MHTC reserves the right, in its sole discretion, to determine the interview method, format and location. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

5.2.10. Official Position of MHTC Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

## 6. MODOT RFP EVALUATION FACTORS AND PROCESS

### 6.1. Evaluation Factors

The following factors shall be considered in the evaluation of the proposals:

6.1.1. Evaluation Criteria Any agreement for services Resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

6.1.1.1. Experience, Expertise and Reliability 20 Maximum Points

6.1.1.2. Qualification and Expertise of Key Personnel 25 Maximum Points

6.1.1.3. Proposed Method of Performance 25 Maximum Points

6.1.1.4. Proposed Fee 20 Maximum Points

6.1.1.5. Overall Clarity and Quality of Proposal 10 Maximum Points

6.1.2. Historic Information MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

6.1.3. Responsibility to Submit Information Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

### 6.2. Proposal Review/ Evaluation

MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

## 7. MODOT RFP TERMS AND CONDITIONS

### 7.1. Agreement Components

The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In

the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

## **7.2. MHTC Representative**

The State Highway Safety and Traffic Engineer is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

## **7.3. Assignment**

The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

## **7.4. Amendments**

Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Successful Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Successful Offeror and Commission, respectively.

## **7.5. Disputes**

Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offerors proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

## **7.6. Successors and Assigns**

The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

## **7.7. Sole Beneficiary**

The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

## 7.8. Cancellation of Resulting Agreement

MHTC may cancel the Resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

## 7.9. Bankruptcy

Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offerors proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

## 7.10. Status of Independent Contractor

The successful Offeror 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 MHTC or MoDOT. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

## 7.11. Subcontractor

Any Offerors proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offerors subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

## 7.12. MBE/WBE Participation Encouraged

**Minority Participation Encouraged: Offerors 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 (i.e. 10% MBE and 5% WBE participation).**

7.12.1. Affirmative Action Program: Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

7.12.2. Offerors Responsibility Unconditional: Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

## 7.13. Nondiscrimination

The Offerors shall comply with all state and federal statutes applicable to the Offerors 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).

## 7.14. Executive Order

**The Offerors 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.**

7.14.1. Offerors Certification: By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

7.14.2. Failure to Comply: In the event the Offeror 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 Offeror 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 reject the Offerors proposal or, as applicable, 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.

7.14.3. Incorporation of Provisions: The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful Offeror 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.

## **7.15. 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 any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

7.15.1. Enrollment in Federal Work Authorization Program: 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 Offeror 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 Offerors 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) ([http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)).

7.15.2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as Exhibit 1.

## **7.16. Proof of Lawful Presence for Sole Proprietorships and Partnerships**

If the Offeror 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. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as Exhibit 2.

## **7.17. Requirements to do Business in Missouri**

**Out-of-state Offerors must comply with the following requirements to do business in Missouri:**

7.17.1. Registration with Secretary of State: The Offerors 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 execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

7.17.2. Transient Employer Certificate: All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

### **7.18. Law of Missouri to Govern**

This RFP and the Resulting Agreement shall be construed according to the laws of the State of Missouri. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Agreement.

### **7.19. 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.

### **7.20. Ownership of Records**

All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTCs representative and information supplied by MHTCs representative shall remain the property of MHTC.

### **7.21. Release to Public/Confidentiality**

No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTCs representative. The Offerors shall not disclose to third parties confidential factual matters provided by MHTCs representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTCs representative. The Offerors shall notify MHTC immediately of any request for such information.

### **7.22. Prohibition Against Kickbacks and Gratuities/Non-solicitation**

Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offerors proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

### **7.23. Conflict of Interest**

Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

### **7.24. Audit of Records**

The successful Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement. MHTCs representative shall have the right to reproduce and/or use any products derived from the successful Offerors work without payment of any royalties, fees, etc. MHTCs representative shall at all times have the right to audit any and all records pertaining to the services.

### **7.25. Indemnification**

Each Offeror 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 Offerors submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

### **7.26. Insurance**

**For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.**

7.26.1. 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;

7.26.2. 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;

7.26.3. Missouri State Workmens Compensation: Policy or equivalent coverage in accordance with state law.

### **7.27. Section Headings**

All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

### **7.28. Severability**

If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

### **7.29. No Adverse Inference**

This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

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