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REQUEST FOR PROPOSALS FACILITY RELOCATION AND DEVELOPMENT SERVICES

RFP Number: 9-070301P
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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Eight (8) copies of each proposal must be mailed in a sealed envelope to Missouri Department of Transportation, Attn: Deputy Administrative Officer, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services – Facilities Management Office in the Highway and Transportation Building at 1320 Creek Trail Drive, Jefferson City, Missouri, no later than 2:00 p.m., March 1, 2007.

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

PROPOSAL

- (1) The Offeror shall provide a proposal to MHTC as outlined in Section 5 Proposal Submission Information and Attachment A, Proposal Form in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services in accordance with all accepted terms and conditions of this RFP and resulting contractual agreement.
- (3) This proposal upon written acceptance by MHTC below delivered to Offeror by certified United State Mail, return receipt requested, will constitute a binding offer of Offeror to provide the Services under the terms and conditions of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

David DeWitt, Deputy Administrative Officer

Date

SUMMARY OF PROPOSAL

1. Base Proposal: To locate and improve a site per the attached plans and specifications so as to relocate the MoDOT facility currently located at 4900 E. 87th St, Kansas City, MO.
2. Location: This facility must be located in Jackson County, Missouri and should be located South of 83rd St., West of Blue Ridge Blvd., East of KS/MO stateline and North of Longview Road.
4. Acreage Required (minimum): 10 useable (Lot to have no more than a 2 % grade)
5. Utilities: Municipal utilities preferred – All utility connections to all buildings and improvements that require utilities at the new facility are to be provided in proposal.
6. Proposal Opening Date: March 1, 2007
7. Proposal Surety Amount: \$70,000 See Section (4) Item B-12 for details of the Proposal Surety
8. Performance Surety Amount: 100% of the construction cost (site work and improvements). Refer to Section 4, Item B-12.
9. Improvements: Refer to Plans and Specifications. The attached construction documents detail the **preferred** design and desired improvements, however proposals may include the use of existing buildings that have been modified to include all of the features, components and functionality of the preferred design and desired improvements. If a proposal includes the use of an existing building, it shall be the proposer responsibility to ensure the buildings meet all applicable codes, ordinance and regulations and that modifications of said building shall be designed and approved by architectural and engineering professionals registered in the state of Missouri.
10. Access: Should be able to access a state highway route within 1 mile and unimpeded by railroad crossings. Access road and driveway should be paved. (Access and access road to have no more than a 4 % grade) Turning lanes for maintenance equipment should be provided at the main entrance to the facility.
11. Zoning: Prefer commercial/industrial zoning for the site as well as adjacent properties.
12. Parking: Minimum of 48 employee spaces, 24 visitor spaces and 3 handicap spaces.
13. Fuel Island: Diesel: Successful proposal to include one (1) new 3,000 gallon above ground storage self-contained tank. Unleaded: Successful proposal to include one (1) new 1,000 gallon above ground storage self-contained tank. One (1) 2-product pump with two fuel dispensing hoses. Refer to attached specifications.

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Facility Relocation and Development services to MHTC and the Missouri Department of Transportation (**MoDOT**).

- (B) **Background:** MHTC owns and operates a Highway Operations Facility on property located within the corporate limits of the City of Kansas City, Missouri containing approximately 10 acres, known as the **MoDOT Site**. The MoDOT Site is depicted and described on Attachment C attached to and incorporated by reference in this RFP. MoDOT wishes to have a new Operations Facility constructed on a new MoDOT approved site at the Offeror's cost in exchange for MoDOT's transfer of the MoDOT Site.

- (C) **Environmental:** MoDOT completed an environmental assessment and no environmental problems were found to prevent the sale of this site.

- (D) **Fiscal Year:** The fiscal year runs from July 1-June 30.

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the following professional services:

FACILITY RELOCATION AND DEVELOPMENT SERVICES. Offeror shall provide or cause to be provided at Offeror's sole cost and expense all necessary general contracting, subcontracting and construction administration services (and if and to the extent required, professional architectural and engineering design services) and shall construct on a "turnkey" basis for MoDOT's use [in accordance with the plans and specifications described in Attachments D-K, attached to and incorporated by reference in this RFP (the **Plans and Specifications**)] a new Operations Facility to be designated by MoDOT as the **Project**. [The Project shall be further subject to requirements of Chapter 290 of the Revised Statutes of Missouri, as amended regarding payment of prevailing wages, if and as applicable for Jackson County in Annual Wage Order 13 (Attachment E), and the requirements of Chapter 107 of the Revised Statutes of Missouri, as amended, if and as applicable, regarding the provision of a Payment and Performance Bond.]

- (B) **Specific Requirements:** The Offeror will provide to the Deputy Administrative Officer/General Services Unit eight (8) copies of a program proposal which will include the following: Complete Facility Relocation and Development Services offered.

- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP. We recommend that the successful Offeror have MoDOT review submittals as they come in to avoid any issues at the end of construction. We also intend to have a MoDOT representative inspecting the project as it progresses.

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Deputy Administrative Officer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. 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 Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the General Services Facilities Management Unit. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the General Services Facilities Management Unit throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The 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 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.
- (E) **Subcontracting:**
- 1) It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
 - 2) Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

- (F) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (G) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (H) **DBE/WBE Participation Encouraged:**
- 1) Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
 - 2) Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (I) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror 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.*).
- (J) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (K) **Applicable Laws and Regulations:**
- 1) 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.
 - 2) The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- 3) No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

(L) Permits, Licenses and Safety Issues:

- 1) The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- 2) The Contractor will comply with local laws involving safety in the prosecution of the work.

(M) Invoicing and Payment: MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.

(N) Remedies and Rights:

- 1) No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- 2) The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- 3) In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (O) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Failure to Execute Contract:** Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within 30 days after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The 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 Agreement.
- (U) **Maintain Papers:** The 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.
- 1) MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.

2) MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(V) **Indemnification:** The 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 Offeror's performance of its obligations under this Agreement.

(W) **Insurance:**

- 1). The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- 2) This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - a. Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
 - b. Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
 - c. Special Hazard Insurance: As required.
 - d. Builder's Risk: Not less than the full Contract amount.

(X) **Environmental Issues:**

- 1) Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- 2) The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- 3) The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

(Y) **Pre-Proposal Conference:**

- 1) A pre-proposal conference for all potential Offerors is scheduled and noted in Section 5, RFP Schedule of Events. The pre-proposal conference will be held at District 4 Office, 600 NE Colbern Road, Lee's Summit, MO beginning at 10:00 AM local time. Each Offeror may send a maximum of (3) three representatives. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP.
- 2) MoDOT encourages all potential Offerors to attend the pre-proposal conference although attendance is not mandatory.
- 3) Specific questions concerning the RFP shall be submitted in writing no later than the deadline time detailed in Section 5, RFP Schedule of Events. MoDOT will attempt to prepare responses before the pre-proposal conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.
- 4) The response to any question that is given orally at the pre-proposal conference is to be considered tentative and non-binding. After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors. Only the written addenda from MoDOT shall be considered official.

**SECTION (4):
SPECIFICATIONS**

(A) SPECIFICATIONS FOR BUILDINGS AND SITE:

A-1. BUILDING SITE

A-1.1 The premises must not be located in an area designated as a hazardous waste, landfill or designated wetland area and must be served by the Department of Natural Resources approved water site and sewage system. The premises or access road to premises shall not be located in an area designated as a 100-year flood plain.

A-1.2 All proposals will be evaluated on the required acreage specified in Summary of Proposal (Acreage Required) at the proposed price. Proposals offering less than the required ten (10) acres or more than thirty (30) acres may be deemed non-responsive and eliminated from considerations.

A-1.3 The proposed site(s) including access to site must accommodate large equipment including tandem dump trucks and tractor-trailers.

A-1.4 The proposed site(s) shall not have noise or light restrictions, due to 24/7 operations.

A-2. CODES, STANDARDS AND GENERAL REQUIREMENTS

A-2.1 The Project shall conform to all laws, codes, regulations, ordinances and requirements in effect at the time of construction. In the event of a conflict the most stringent shall apply.

A-2.1.1 The Project must meet all building codes according to the latest published edition of the International Building Codes, except for the metal building(s) are to be built in accordance to MBMA 99.

A-2.1.2 The Offeror shall be responsible for providing or securing all certificates, permits, construction, supervision, labor, materials, tools and construction equipment necessary for all execution and completion of the Project in compliance with the specifications, Proposal Forms and Prevailing Wages.

A-2.2 The offeror must supply survey, plat map or aerial photo of the proposed site and include any maps from planning and zoning that will indicate current/future plans and zoning in the area of the proposed site.

A-3. SITE SELECTION

A-3.1 Offerors should make every effort to locate a suitable site prior to their proposal submittal. However, at the time of the proposal evaluation the Offeror must have identified a suitable site and, if requested, provide to the evaluation committee written documentation of an option to purchase or ownership of said property. Failure to provide this documentation is grounds for the rejection of the Offeror's proposal and forfeiture of proposal surety.

A-3.2 The successful Offeror has 30 days from the date of the Notice of Award to provide to MoDOT documentation demonstrating ownership of the selected site, if requested. Failure to provide this documentation is grounds for withdrawing the award and forfeiture of proposal surety. If at a future date it is determined that the selected site will not be able to be used, MoDOT, at its option, will work with the successful Offeror to locate a new site. If a suitable site cannot be located, MoDOT will withdraw the award. Withdrawal of the award will result in the forfeiture of the proposal surety.

A-4 **SITE IMPROVEMENTS**

A-4.1 **Fencing:** The entire lot must be fenced with lockable gate(s) (minimum of two (2) gates, prefer three (3) gates depending on site. (One (1) gate to have electric operator, activated by remote as well as card reader or keypad) Refer to attached specifications.

A-4.2 **Paving:** Parking to include a minimum of 48 employee, 24 visitor and 3 handicap spaces, striped (approx. 10,500 square feet +/- plus access to paved parking area.) Additional paved work area: 150,000 square feet +/-, refer to the standard highway specifications. Plus special needs areas to include three (3) level concrete pads 12 ft X 30 ft. X 6 in. (ea.) to accommodate removal and storage of truck mounted attenuators and four (4) level concrete pads 12 ft X 20 ft X 6 in (ea) to accommodate loading, unloading and storage of truck mounted salt brine applicator tanks. These amounts may vary depending on final site plan. Dust-free site paving as required by local ordinances.

A-4.3 **Lighting:** Entire lot will be lit to requirements as set out in the IESNA Lighting Handbook 9th Edition (Illuminating Engineering Society of North America). Site lighting design provided by offeror.

A-4.4 **Landscaping:** Site will be seeded & strawed 50' around all buildings, parking lots, graveled areas and any area disturbed during construction (Excluding paved and graveled areas) (Refer to specifications). Entrance area to be landscaped in a way to make it aesthetically appealing to our neighbors and visitors. Area around new buildings to be landscaped in such a way that matches the existing landscaping at the current facility.

A-4.5 **Sign:** A lighted location for a sign near the entrance must be provided. MoDOT will provide the sign. Final placement will be determined during site plan development.

A-4.6 **Mailbox:** A commercial size mailbox on a post must be provided. Must meet United States Postal Service guidelines.

A-4.7 **Structures:** The following structures will be constructed at the new site per the attached specifications: 1 - maintenance building; 1 - construction project office; 1 - storage building; 1 - fabric salt structure; 1 - fuel island and pad; 2 - self-contained fuel storage tanks; 1 - 2 product dispenser with 2 hoses; 1 - spreader rack and site appurtenances (refer to attached drawings). Each structure will require its own Schedule of Values during the construction phase.

A-4.8 **Containment areas:** 210 linear feet X 6' high of concrete inter-locking blocks to outline a perimeter of the containment areas will be provided. MoDOT will determine layout and location of containment areas during development of site plan.

A-4.9 **Site Plan:** Upon award of contract, the successful Offeror will submit a site plan suitable to MHTC with grading, building locations, utilities and improvements including but not limited to site lighting and fencing. MoDOT must approve the site plan.

A-4.10 **Site Utilities:** Design and distribution of all utilities is the responsibility of the offeror. Site utilities include but are not limited to: gas, electric, water, sewer, telephone and telecommunication lines.

A-4.11 **Flag Pole:** Provide and install a new flagpole. Final placement will be determined during site plan development. Minimum 25-foot high flag pole with enclosed pulley system, to be set per manufacturer's requirements. The pole shall be illuminated per the following specifications: (3) – KIM light fixtures – Model LTV50/NF/50MH240/TR50; Metal Halide, 50 W lamp; Ground mount; 240 V, 50 W, metal halide composite light vault for exterior use with tempered glass lens.

A-5. **MHTC/MoDOT RIGHTS/RESPONSIBILITIES**

A-5.1 MoDOT is the exclusive representative of the MHTC in all real estate transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or group, other than MoDOT, shall interpret, define or explain any part of these specifications or obligate MHTC in real estate leasing transactions in any form; verbal, written or otherwise. Any questions regarding the proposal process, specifications, or authority must be directed to the individual identified on the cover page of this document.

A-5.2 MHTC reserves the right to reject any and all proposals and waive all variances and informalities in proposals. MoDOT will award the contract to the best Offeror, in writing only.

A-5.3 If no responsive or acceptable proposals are received, MHTC may, at its sole option, initiate a new proposal process or enter into negotiations with selected individual(s) to provide the premises.

A-5.4 Any signage displayed on the premises during construction or renovation that refers to the State of Missouri /MHTC or any of its agencies or offices must have prior written approval of MoDOT.

A-5.5 MHTC will award the contract to the Offeror offering the "best" proposal. Unless noted, all stipulations set forth in the RFP represent minimum acceptable standards. When assessing "best," additional consideration may be given to proposals offering features, equipment, services and auxiliary fiscal benefits that exceed minimum acceptable levels.

A-6. **CONSTRUCTION DOCUMENTS** – Attached and provided by MoDOT for the preferred design and desired improvements. Construction documents for anything other than the preferred design and desired improvements shall be provided by the Offeror.

A-7 EXCHANGE OF TITLE

A-7.1 Upon final inspection and approval of the new facility the deeds will be recorded and released to each party.

A-7.2 Title for the new facility will be conveyed by Warranty Deed.

A-7.3 Possession of MoDOT property will be dependent on the time of year the replacement property is ready to occupy. For example: In the event of snow fight operations, flexibility in possession will be necessary and dependent on weather conditions at the time.

(B) FACILITY SPECIFICATIONS AND DEFINITIONS

The terms and parties designated in the Specifications and Proposal Forms shall be defined as follows:

B-1. **Offeror/Principal:** The individual, firm or group of firms who submit a proposal for selling the premises to the State as described in the Request for Proposal (RFP) and attachments.

B-2. **Missouri Highways and Transportation Commission (MHTC)/Missouri Department of Transportation (MoDOT):** MoDOT, shall serve as the Commission's exclusive representative in all real estate transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or agency other than MoDOT has authority to obligate the Commission in any form, verbal, written or otherwise. Any questions regarding the proposal process, specifications, or authority must be directed to the representative identified on the cover page of the RFP.

B-3. **Must/Shall/Will/Required:** Mandatory provisions; failure to comply will result in rejection of the proposal. Proposals that do not or cannot comply with these provisions will be judged non-responsive and eliminated from consideration.

B-4. **Should/May:** A strong expectation that the specified provision will be performed without a mandatory obligation to provide the requirement. If compliance is not possible or desirable, the Offeror must specify that item as a "variance" in the proper place on the Proposal Form and explain fully in attached material. Generic variances to the specification (i.e. all shoulds are variance, etc.) may result in the proposal being declared non-responsive. Consideration will be given to granting the variance in some situations. Acceptance of any variance is at the discretion of the state.

B-5. **Variance:** A stipulated non-mandatory provision of these Specifications to which the Offeror requests an exclusion or exemption. The state reserves the sole authority to determine whether a requested variance is acceptable. If the "Variance Requested" box on the Proposal Form is not checked and the requested variances specified on an attachment, the variance will not be accepted and the Offeror will be obligated to meet all provisions of these Specifications. A variance will not be granted for provisions designated as mandatory (see B-3 above).

- B-6. **Premises**: All land, buildings and equipment included as a part of the property.
- B-7. **Architect/Engineer**: The Architect or Engineer retained and furnished by the Offeror. The Architect or Engineer must be registered with the State of Missouri and shall furnish all necessary architectural and engineering services as required to construct or renovate the project.
- B-8. **Accessible/Accessibility**: A condition in which all features and facilities of the premises (land, buildings and equipment) are usable by a state employee or client, including those individuals with disabilities. The specifications set forth by the Americans with Disabilities Act Accessibility Guidelines will be used.
- B-9. **ADAAG**: The Americans with Disabilities Act Accessibility Guidelines.
- B-10. **RFP/Specifications/Proposal Package**: Any and all material contained within and/or attached to this document.
- B-11. **Bid/Proposal**: The Proposal Form and any attachments submitted by the Offeror to MHTC.
- B-12. **Proposal/Bid Guaranty/Contract Bond**
- a. Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to \$70,000. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the construction cost.
 - b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
 - c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- B-13. **Prevailing Wage**
- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Jackson. The Annual Wage Order #13 is Attachment E

- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

B-14. **Notice of Award:** Written notification issued by MoDOT notifying Offeror that the MHTC will enter into a contractual arrangement upon compliance with the terms and conditions of the RFP.

B-15. **Notice to Proceed:** Upon review and approval of architectural plans, a written notification issued by MoDOT notifying awardee of approval to proceed with renovation/construction in accordance with the RFP and approved drawings.

B-16. **Certificate of Conditional Acceptance:** Written notification issued by MoDOT notifying Offeror that the facility substantially complies with the RFP and occupancy will occur on the specified date. Issuance of this document in no way relieves the Offeror of responsibility for attaining total compliance with the RFP in the specified time period.

B-17. **Inspections and Quality Assurance:** This RFP solicits a complex transaction for real estate: land, construction of buildings, parking lots, sidewalks, and other structures and fixtures.

Attachment G (Divisions 2 through 13) lays out mandatory guidelines for products, methods, and codes that shall apply to all construction work. Therefore, inspection controls must be negotiated and agreed upon prior to commencement of construction.

Following applicable methods similar to Attachment G throughout the construction process as it relates to pre-construction and progress meeting as well as in process construction inspections should lead to a successful “turnkey” final site inspection.

Final quality assurance plan, process and procedures shall be settled prior to contract execution.

B-18. **Liquidated Damages:**

- a. In the event the successful Contractor fails to complete the contract within the time specified, the MHTC and the public will sustain damages because of such delay in completion, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that **the sum of five-hundred dollars (\$500.00) per day** for each assessable calendar day the completion of the contract is delayed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

B-19. **Usable Acreage:** Area to be used for operational purposes, serves a function. Examples of useable areas: Areas for buildings, parking, storage, detention ponds, retainage basins, etc. Examples of non-useable areas: berms, ditches, screening or buffer areas, steep embankments, etc.

**SECTION (5):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Deputy Administrative Officer as provided in this RFP. Specifically, 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.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Clayton Hanks, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 522-9565.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies that your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) **EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** 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:

- 1) Proposed site;
- 2) Cash Paid to MHTC;
- 3) Proposed Method of Performance;
- 4) Experience, expertise and reliability;
- 5) Recommendations from references;
- 6) Overall clarity and quality of proposal.

Award of this proposal will be made using the “best value” principal of award.

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative 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.
4. MoDOT reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Offerors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by MoDOT and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussions, the Offeror shall put such clarifications in writing.

(D) **SCHEDULE OF EVENTS**

The following RFP schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm Central Standard Time.

MoDOT reserves the right at its sole discretion to adjust this schedule, as it deems necessary.

Event	Date	Time
Legal Notice	January 21, 2007	-
RFP Available	January 25, 2007	8:00 AM
Pre-Proposal Conference	January 31, 2007	1:00 PM
Deadline for Written Comments	February 14, 2007	4:00 PM
Deadline for issuing MoDOT's Responses to Written Comments	February 21, 2007	4:00 PM
Deadline for Submitting a Proposal and Opening	March 1, 2007	2:00 PM

Event	Proposed Schedule
Review Proposals	30 - 90 Days
Award	30 - 60 days
Contract execution by Offeror	30 days
Contract execution by MoDOT	30 days
Notice to Proceed	1 day
Site design/construction documents preparation	90 days
Review of site design/construction documents	30 days
Final Plans	30 days
Approval of Final Plans	5 days
Bidding	30 days
Construction	180 days (dependant on time of year)

Days = Calendar days

**ATTACHMENT (A)
PROPOSAL FORM**

**87st Street Operations Facility
Jackson County
Kansas City, Missouri**

Proposal Opening Date: March 1, 2007

This Proposal Form must be completed, sealed and received by the Missouri Department of Transportation no later than 2:00 p.m. on the specified date. All proposals must be mailed or hand carried to:

Missouri Department of Transportation
General Services
1320 Creek Trail Drive, P.O. Box 270
Jefferson City, Missouri 65102

All proposals will be opened and read at the above time, date and location.

Submitted by: _____

Phone Number: () _____ Owner/Agent
Facsimile Number: () _____

Address: _____

1. The undersigned, having examined and being familiar with local conditions including applicable model building codes, ordinances, requirements, etc., affecting the premises and with all sections and attachments of this specification package issued by the Missouri Department of Transportation, hereby certifies that, with the exception of any appended variances, the premises meets or will meet all of the above:

*** OFFEROR SHALL ENTER AN AMOUNT OR THE WORDS
"NO PROPOSAL" IN ALL BLANK AREAS PROVIDED**

Base Proposal will be the exchange of marketable title on the MoDOT site for the new proposed facility.

Initial _____

Date _____

2. The Offeror shall indicate below a firm fixed one-time **payment** in addition to the base proposal **TO the Missouri Highways and Transportation Commission** to furnish the Facility Relocation and Land Development Services as stipulated herein.

	Dollars (\$_____).
--	--------------------

OR

2.a. The Offeror shall indicate below a firm fixed one-time **payment** in addition to the base proposal **FROM the Missouri Highways and Transportation Commission** to furnish the Facility Relocation and Land Development Services as stipulated herein.

	Dollars (\$_____).
--	--------------------

3. **Variance(s) Requested:** Check this box if this proposal is contingent upon any variances to provisions of the Specifications and/or Attachment(s). All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed Proposal Forms. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of the state, insistence on full compliance with Specifications.

4. **Specific Site Information:** The Offeror shall provide the proposed site address. (If the state has a choice of more than one site, please submit a separate proposal form for each site.) **Submit plat map and/or survey of proposed property.**

Address of Proposed
Property:

4.1 The proposed premises are currently:

- (a) owned by the Offeror
- (b) Offeror has a signed option to purchase contract
- (c) Offeror is acquiring an option to purchase contract
- (d) Offeror has a verbal agreement with the owner
- (e) Offeror has no ownership rights or obligations
- (f) Broker representing an individual
- (g) Other _____

4.2 In order to comply with local zoning requirements, the proposed premises:

- (a) are zoned correctly
- (b) must be rezoned

Initial _____ **Date** _____

- 4.3 The proposed site
 _____ (a) Has the minimum required 10 useable acres
 _____ (b) Has more than the minimum required 10 useable acres
 _____ (c) Has less than the minimum required 10 useable acres
- 4.4 The sewer at the proposed site will be
 _____ (a) public
 _____ (b) private
- 4.5 The water at the proposed site will be
 _____ (a) public
 _____ (b) private
- 4.6 The gas at the proposed site will be
 _____ (a) Natural Gas
 _____ (b) Propane
- 4.7 Survey/Plat attached
 _____ (a) Yes
 _____ (b) No

5.0 Contract information

- 5.1 Estimated time of completion from Notice to Proceed
 _____ Calendar Days
- 5.2 Estimated costs:
- 5.2.1 Site Improvements: \$ _____
- 5.2.2 Site Work: \$ _____
- 5.2.3 Land Purchase: \$ _____

Initial _____ **Date** _____

6. In submitting this proposal, it is understood that the right is reserved by the Department of Transportation, State of Missouri, to reject any and all proposals, and it is agreed that the proposals will not be withdrawn for a period of 90 days from the specified time for receiving proposals.

6.1 IF AN INDIVIDUAL:

_____ Name of Individual	_____ Residence Address
_____ Signature	
_____ Firm Name (if any)	_____ Federal Tax ID # or SSN
_____	_____
_____ Firm Address	_____ Address for Communications

6.2 IF A PARTNERSHIP:

_____ General* _____ Limited
(Include names of all)

Name and Residence Address of Partners:

_____ Name of Partnership	
_____ Partner	_____
_____ Signature	_____
_____ Partner	_____
_____ Signature	_____
_____ Address for Communications	_____ Federal Tax ID # or SSN

*Include information of all partners by attaching additional pages if necessary.

6.3 IF A CORPORATION: (Exact Title)

Name of Corporation

Name and Title of Officer

Signature of Officer

Federal Tax ID # or SSN

Address for Communications

1. Incorporated under the laws of the
State of _____

2. Registered to do business in Missouri:
Yes _____ No _____ (Check one)

(ATTEST)

Secretary Signature

6.4 IF A BROKER REPRESENTING AN INDIVIDUAL:

Name of Broker

Signature of Broker

Name of Individual Represented

Signature of Individual Represented

Residence Address

Federal Tax ID # or SSN of Individual
Represented

(SEAL)

Each Offeror must complete the Proposal Form by signing on the proper signature line above and by supplying the required information called for in connection with the signature. Failure to properly sign the Proposal Form and to provide required information will constitute grounds non-acceptance of proposal.

**ATTACHMENT (B)
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____, as Surety, are
held firmly bound unto the State of Missouri (acting by and through the Missouri Highways and Transportation Commission) in the
penal sum of _____ Dollars (\$_____), to be paid to the State of
Missouri, or the Missouri Highways and Transportation Commission, to be credited to the State Road Fund and Principal and Surety
binding themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a Proposal to the Missouri Highways and Transportation Commission on
Project(s) _____, in _____ County(ies), for
construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the Proposal of the Principal, and if said
Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the Contract, Contract Bond,
Specifications and evidence of insurance coverage in compliance with the requirements of the Proposal, to the satisfaction of the
Missouri Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full
force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with
any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the Missouri Highways and
Transportation Commission, shall immediately and forthwith be entitled to recover the fees, and any other expense of recovery.

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State of Missouri.

ATTACHMENT (C)
GENERAL DESCRIPTION
MODOT SITE

Lot 3, Consolidated Service Center, a subdivision in Kansas City, Jackson County, Missouri according to the recorded plat thereof.

PLEASE NOTE: The exact legal description of the MoDOT site shall appear on the deed conveying the site to the successful Offeror as provided for in Section (4), paragraph A-7.1.

ATTACHMENT (D)
FUEL ISLAND AND COMPONENTS SPECIFICATIONS

- 1.0 Aboveground Horizontal Storage Tank - FireGuard or functional equivalent.
 - 1.1 Capacity: 3,000 gallons – diesel; 1,000 gallons - unleaded
 - 1.2 Tank shall successfully complete an air pressure test of 3 – 5 psi prior to installation.
 - 1.3 Inner and outer tanks shall be built per UL-142 standard for steel above ground tanks for flammable and combustible liquids.
 - 1.4 Secondary containment that meets Comm 10 and NFPA requirements.
 - 1.5 Install on contractor supplied concrete pad and protective bollards in accordance with tank manufacture's specifications. Bollard details to match bollards on building plans.
- 2.0 Fuel Pump with controller.
 - 2.1 Bennett Electronic Suction Pump 2 Product, 2 Hose
 - 2.2 SentryGOLD Compact - fuel management system that interfaces to Electronic Bennett Dispensers
 - 2.3 TRAK Tank Level Detector Monitoring System - for Aboveground Storage System (2 Each (1 for each tank))
 - 2.4.1 Install on contractor supplied concrete pad and protective bollards in accordance with tank manufacture's specifications. Bollard details to match bollards on building plans.

*The following attachments will be added prior to
advertising of RFP*

**ATTACHMENT (E)
PREVAILING WAGE RATE**

**ATTACHMENT (F)
SPECIFICATIONS**

**ATTACHMENT (G)
MAINTENANCE BUILDING PLANS**

**ATTACHMENT (H)
PROJECT OFFICE BUILDING PLANS**

**ATTACHMENT (I)
STORAGE BUILDING PLANS**

**ATTACHMENT (J)
FABRIC SALT STRUCTURE PLANS**

**ATTACHMENT (K)
SPREADER RACK PLANS**