



Kevin L. Keith, Interim Director

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Modified:

## REQUEST FOR PROPOSALS

### RFP 6-100812FR Interagency Mail and Parcel Courier Services - Statewide

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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	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**). **ONE (1) original, THREE (3) copies and ONE (1) electronic copy on CD-ROM of each proposal** must be mailed in a sealed envelope to the RFP Coordinator, Ms. Frankie Ryan, Missouri Department of Transportation - General Services, Post Office Box 270, Jefferson City, Missouri 65102, **or hand-delivered in a sealed envelope** to Ms. Frankie J. Ryan, Missouri Department of Transportation - General Services, 1320 Creek Trail Drive, Jefferson City, MO 65109. **Proposals must be returned to the office of Ms. Frankie J. Ryan on or before 2:00 p.m., CDST, August 12, 2010.** In the case of a discrepancy in information between the copy of the proposal on the CD ROM and the original proposal, the original, signed proposal will prevail.

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 fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
  
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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## ACCEPTANCE

This proposal is accepted by MHTC.

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(Name and Title)

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Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide daily mail courier services to various locations statewide to the MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** As MoDOT strives to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri, it must look for innovative and cost effective ways to provide safe, uninterrupted traffic flow on Missouri’s transportation system. In order to achieve this goal, MoDOT must have a reliable mail courier service for our various interagency documents and parcels.

MoDOT does not maintain precise mail courier usage data in weight or cubic feet. Information provided in the RFP regarding such anticipated usage is not a guarantee of the type and amounts of service to be required by MoDOT

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

Request for Proposal Issued	Tuesday, July 13, 2010
<b>Deadline for Vendor’s Written Questions</b>	<b>Monday, July 26, 2010</b>
MoDOT to Issue Responses to Written Questions	Thursday, July 29, 2010, on or before 4:00 p.m., CST
<b>RFP Submission Deadline</b>	<b>Thursday,, August 12, 2010, on or before 2:00 p.m., CDST</b>
Start Review of all Responsive Proposals	Friday, August 13, 2010
Contract Effective Date	October 1, 2010

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

- (A) **Services:** The Offeror (referred to as **Provider** in Section 2: Scope of Work) shall provide statewide interagency mail and parcel courier service to drop-off and pick up MoDOT’s interagency mail and parcels, Monday through Friday, excepting state holidays. The following days shall be construed as official Missouri State Holidays under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King's Day
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday

Last Monday in May  
 July 4  
 First Monday in September  
 Second Monday in October  
 November 11  
 Fourth Thursday in November  
 December 25

Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day

**Current Delivery Schedule:** Mail/Parcel drop off and pick up services are currently delivered as indicated below, Monday through Friday.

<b><u>Location</u></b>	<b><u>Drop Off Time</u></b>	<b><u>Pick-Up Time</u></b>
• Jefferson City, MO – Central Office Mail Room	7:15 a.m.	4:00 p.m.
• Jefferson City, MO – Materials Lab	7:30 a.m.	n/a
• St. Joseph, MO – District 1	8:00 a.m.	3:45 p.m.
• Macon, MO – District 2	10:30 a.m.	4:15 p.m.
• Hannibal, MO – District 3	11:00 a.m.	4:00 p.m.
• Kansas City, MO – District 4	8:30 a.m.	4:30 p.m.
• Chesterfield, MO – District 6	8:30 a.m.	4:00 p.m.
• Joplin, MO – District 7	11:00 a.m.	2:30 p.m.
• Springfield, MO – District 8	8:00 a.m.	3:45 p.m.
• Willow Springs, MO – District 9	9:30 – 10:30 a.m.	9:30 – 10:30 a.m.
• Sikeston, MO – District 10	8:30 a.m.	6:00 p.m.

**(B) Specific Requirements:** The Provider will provide to MoDOT statewide daily mail courier services to include the following contractual requirements.

1. The Provider must obtain all permits and make necessary special arrangements in order to carry out the requirements of this RFP.
2. The Provider must provide statewide daily courier services to all locations **listed in Section 5, Pricing Page 1 of 3.**
  - a. On the Pricing Page, please indicate if your price is for a “Separate Daily Drop-Off/Pick-Up” or a “Combined Daily Drop-Off/Pick-Up”. For all locations you mark as a “Separate Daily Drop-Off/Pick-Up”, please note that the “drop off” time is to be before 12:00 p.m. and a “pick up” time is to be after 12:00 p.m.
3. The Provider will be given the billing address for these services upon execution of an agreement.
4. The Provider is directed to review EXHIBIT 1 “EXAMPLE OF CURRENT DELIVERY AND TRACKING DOCUMENTS”. These forms are being provided to MoDOT by the Contractor under the current agreement. They are designed to track a shipment both to and from the Districts and Central Office Mailroom. MoDOT anticipates the Provider under the new contract will utilize a similar delivery/receipt/tracking process.

5. The invoices must be itemized, accurately related to the services provided at each location, and include any and all allowable fees/surcharges. Section 5, Pricing Page 3 of 3 contains a list of the allowable surcharges.
  - a. The Provider must complete **Section 5, Pricing Page 3 of 3** to document requested fees and surcharge, and submit with the proposal. **If the Provider does not provide a dollar amount for each allowable fee/surcharge**, MoDOT will assume those fees/surcharges will not be charged and will not process the expense for payment.
  - b. The fee/surcharge amounts must be reasonable and customary for the courier service industry.
  - c. The Provider must also provide a **fuel surcharge list** with his/her proposal.
  - d. These fees/surcharges will remain in effect throughout the contract period.
6. MoDOT will ship mail in totes. The totes measure approximately 27" L x 17" W x 12" D. Each tote will not exceed seventy (70) pounds in weight. If the Provider loses or damages MoDOT's totes in any way, the Provider is responsible for replacing the totes or reimbursing MoDOT for the full dollar amount to replace the totes within thirty (30) calendar days from the date of the claim.
7. The Provider agrees to assume liability for safekeeping and delivery of MoDOT's totes and parcels until delivery and inspection to its destination. The Provider's liability for shortage, damage or loss of totes, or their contents, and loose parcels is the full amount of the value of the items as determined by MoDOT. Totes and parcels (and their contents) must reach the destination in the same condition as when they left the beginning location.
8. MoDOT will also have "loose parcels" to be picked up and dropped off statewide. The "loose parcels" are not placed in totes due to the size restrictions of the totes. Each "loose parcel" will not exceed seventy (70) pounds in weight.
  - a. If a "loose parcel" is addressed to the Central Office Materials Laboratory, the Provider must deliver these pieces directly to the Materials Laboratory. The Materials Laboratory is listed as a location on Pricing Page 1 of 3.
  - b. Occasionally, road signs will be sent as a "loose parcel" through the mail courier service. The signs will not exceed 48" x 48" or exceed seventy (70) pounds in weight.

**(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.

### **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 Central Office General Services-Fleet Senior General Services Specialist** 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 MHTC's Representative. 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 MHTC's Representative 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) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, 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.
- (F) **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.
- (G) **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, subofferors, 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.

- (H) **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.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
  2. In the event the 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 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.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The 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.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Attachment C.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Attachment D
- (M) **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.
- (N) **Law of Missouri to Govern:** The 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 the performance of the Agreement.
- (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, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** 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.
- (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. Prior to contract signing, the Offeror will be asked to provide certificates of insurance which meet, or exceed, the following coverages:

a. 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;

b. 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;

c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**Cargo Insurance:** In addition to the above listed insurance, the Offeror shall provide a certificate of insurance for Cargo Insurance in the minimum value of \$100,000.

**SECTION (4):  
PROPOSAL SUBMISSION INFORMATION**

**(A) SUBMISSION OF PROPOSALS**

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to the RFP Coordinated identified in the Introduction as provided in this RFP. **Specifically, any form containing a signature line in this RFP and any pricing pages, etc., must be manually signed and returned as part of the proposal.** Amendments issued as part of this RFP should also be signed and submitted 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 submitted in writing to* Ms. Frankie Ryan, Missouri Department of Transportation - General Services, Post Office Box 270, Jefferson City, Missouri 65102, telephone: 573-522-9481, fax 573-526-1218, or email: [Frankie.Ryan@modot.mo.gov](mailto:Frankie.Ryan@modot.mo.gov).
5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding this RFP or proposal requirements must be submitted **in writing by the date and time outlined in the Schedule of Events**. These must be submitted by facsimile transmission (fax), electronic mail (Email), or in writing to Ms. Frankie Ryan at the address or contact information listed herein. The MHTC reserves the right to disregard any questions regarding the RFP after the due date for Written Questions.

**(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 which your institution has served or currently serves. Please see Attachment A "Prior Experience of Offeror" to complete and submit with the bid proposal. You may copy this attachment as needed or use another form providing the same information.
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 subOfferor, if any, and complete contact information for that subOfferor.

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:

<u>CRITERIA</u>	<u>POINTS</u>
A. <b>Experience</b>	30
B. <b>Proposed Method of Performance</b>	30
C. <b>Cost:</b> There are 2 parts to calculating cost:	25
<i>Part 1:</i> <u>Daily Delivery Frequency</u> : 11 points available	
<i>Part 2:</i> <u>Total Cost</u> : 14 points available	
D. <b>Past Performance/Recommendations</b>	15

**Experience (30 points available):** The Offeror must provide, either Attachment A “Prior Experience of Offeror” or another document similar in nature containing all relevant information, the following information related to previous and current services/contracts performed by the Offeror’s organization during the past three (3) years and any proposed subcontractors similar to the requirements of this RFP. You need to include three (3) companies for reference check purposes.

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- Dates of the service/contract; and
- A brief, written description of the specific prior services performed and requirements thereof.

**Proposed Method Of Performance (30 points available):** Effectiveness of the procedures used by the Offeror to conduct business relevant to providing statewide mail courier services. The quality, feasibility, and innovation reflected in the service description and strategic recommendations provided by the Offeror.

**Cost (25 points available):** The objective evaluation of cost shall be conducted based upon the following calculations. Pricing table includes space to indicate daily delivery frequency. Offeror needs to indicate if pricing is for “*Separate Drop-Off and Pick-Up*” or “*Combined Drop off and Pick-Up*”. 1 point is given for each location with a separate drop-off/pick-up time and ½ point is given for each location with a combined drop off/pick-up time

**Part 1: Total points available for this portion of the cost is 11 points.**

Utilizing the points for “*Daily Delivery Frequency*” from above, this portion of the cost points shall be determined using a scale of 11 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Offeror's Price}} \times 11 = \text{Cost Points}$$

**Part 2: Total points available for this portion of the cost is 14 points.**

The *Grand Total Cost* indicated on the Pricing Table will be used in the calculation noted below. Utilizing the points for “*Grand Total Cost*” from above, this portion of the cost points shall be determined using a scale of 14 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Offeror's Price}} \times 14 = \text{Cost Points}$$

**Past Performance/Recommendations (15 points available):** The Offeror should provide the following information related to previous and current contracts, which are considered identical or similar to the requirements of this RFP.

- Name, address, and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
  - Dates of the contract.
  - A brief, written description of the specific coverage provided and the requirements thereof.
  - The Offeror shall list any significant pending legal action(s) involving the Offeror that could directly or indirectly impact on services provided to MHTC.
  - The above information should be submitted using the above outline with sufficient information for verification.
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.

**(D) PRICING**

1. **Fee Schedule.** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Pricing Pages, of this proposal which must be completed, signed and returned with the Offeror's proposal. **Offeror must also submit a fuel surcharge list or no fuel surcharges will be processed for payment.**

**Renewal Options: If the Offeror does not enter a renewal period percentage of increase, the Department will assume the Offeror is offering the services specified herein at the current contract price during the entire referenced renewal period.**

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**SECTION (5): Page 1 of 3**

**PRICING PAGES**

**(A) FEE SCHEDULE:** The Offeror shall indicate below fixed price for providing services in accordance with the provisions and requirements stated herein for each delivery area. Sign as indicated below and submit with your proposal and other pricing pages. **NOTE: DO NOT INCLUDE** any extra fees or surcharges in these rates. The fees and surcharges are to be noted in Pricing Page 3 of 3.

**PRICING NOTES:** Please indicate in the below table the pricing for each location.

**Daily Delivery Frequency:** For each location, please indicate if your price is for a “*Separate Daily Drop-Off/Pick-Up*” or a “*Combined Daily Drop-Off/Pick-up*”.

When providing “*separate*” pricing the “drop off” time is to be before 12:00 p.m. and the “pick up” time is to be after 12:00 p.m. If “*Daily Delivery Frequency*” is not indicated, MoDOT will assume the Offeror is providing pricing for “*Separate*” daily delivery.

Locations in Missouri	Description	Fixed Price	Loose Parcel Charge (Per Piece)	Daily Delivery Frequency Circle Appropriate indicator
Jefferson City	M-F SERVICE-Central Materials Lab; 1617 Missouri Blvd.			Separate Combined
Jefferson City	M-F SERVICE-Central Mail Room; 105 West Capitol			Separate Combined
St. Joseph,	M-F SERVICE-ST. JOSEPH OFFICE;3602 N. Belt Hwy, 64506 - District 1			Separate Combined
Macon	M-F SERVICE-MACON OFFICE; 902 N. Missouri St., 63552 - District 2			Separate Combined
Hannibal	M-F SERVICE-HANNIBAL OFFICE; 1711 S. Hwy 61, 63401 - District 3			Separate Combined
Lee's Summit	M-F SERVICE-LEE'S SUMMIT OFFICE; 600 NE Colbern Rd, 64086 - District 4			Separate Combined
Chesterfield	M-F SERVICE-CHESTERFIELD OFFICE; 1590 Woodlake Dr., 63017 - District 6			Separate Combined
Joplin	M-F SERVICE-JOPLIN OFFICE; 3901 E. 32 <sup>nd</sup> St., 64804 - District 7			Separate Combined
Springfield	M-F SERVICE-SPRINGFIELD OFFICE; 3025 E. Keaney, 65801 - District 8			Separate Combined
Willow Springs	M-F SERVICE-WILLOW SPRINGS OFFICE; 910 Springfield Rd., 65793 - District 9			Separate Combined
Sikeston	M-F SERVICE-SIKESTON OFFICE; 2675 N. Main St., 63801 - District 10			Separate Combined
<b>GRAND TOTALS</b>		<b>\$</b>	<b>\$</b>	

\_\_\_\_\_  
Name of the Offeror's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

**SECTION (5): Page 2 of 3**

**PRICING PAGES**

Sign as indicated below and submit with your proposal and other pricing pages.

**(B) RENEWAL OPTION:** *In the event that MoDOT exercises its option to renew the contract for four (4) 12-month periods, or any portion therein*, pursuant to the applicable provisions outlined in this RFP, the Offeror shall provide below the maximum percentage of increase.

The Offeror is cautioned that the percentage shall be computed against the CURRENT contract prices during renewal period. Furthermore, the Offeror is advised that the Department does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**If the Offeror does not enter a renewal period percentage of increase**, the Department will assume the Offeror is offering the services specified herein at the current contract price during the entire referenced renewal period.

**1<sup>st</sup> 12-Month Renewal Period:** \_\_\_\_\_ % of maximum increase

**2<sup>nd</sup> 12-Month Renewal Period:** \_\_\_\_\_ % of maximum increase

**3<sup>rd</sup> 12-Month Renewal Period:** \_\_\_\_\_ % of maximum increase

**4<sup>th</sup> 12-Month Renewal Period:** \_\_\_\_\_ % of maximum increase

\_\_\_\_\_  
Name of the Offeror's Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

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**SECTION (5): Page 3 of 3**

**ALLOWABLE FEES AND SURCHARGES**

Please sign where indicated below and return with all other required documentation. If no price is indicated MoDOT will assume the cost for that particular surcharge/fee will be \$0.0 (zero dollars) and will not process payment for that fee. Offeror may use additional sheets to provide this information if necessary.

**PLEASE NOTE THE FOLLOWING RESTRICTIONS AND REQUIREMENTS:**

1. ***The fee and surcharge amounts must be reasonable and customary for the courier service industry.*** MHTC will determine if submitted fees and surcharges meet this requirement. MHTC reserves the right to negotiate with the Offeror any submitted fees or surcharges which have been determined to not meet the industry standard of reasonable and customary.
2. Any fee or surcharge not included with the Offeror's proposal ***will not be processed by MoDOT for payment.***
3. The Provider ***will not be allowed to charge these surcharges and fees*** without prior approval of MoDOT.
4. ***NOTE:*** Provide your ***fuel surcharge list*** with the other pricing documents.

<b><u>ITEM</u></b>	<b><u>AMOUNT</u></b>
Stop charge (initial stop)	\$ _____
Stop charge (additional stops)	\$ _____
Hazardous materials (provide a flat fee) <i>(Calculations for other than a flat fee will not be acceptable)</i>	\$ _____
Lift gate fees	\$ _____
Re-weighing charges	\$ _____
Fee for scale tickets	\$ _____
Re-delivery charges	\$ _____
Other Fees/Surcharges: (description & cost) _____	\$ _____
Other Fees/Surcharges: (description & cost) _____	\$ _____
Other Fees/Surcharges: (description & cost) _____	\$ _____
Other Fees/Surcharges: (description & cost) _____	\$ _____
Other Fees/Surcharges: (description & cost) _____	\$ _____

Offeror's Business Name	Printed Name and Signature	Date
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**ATTACHMENT A**

**FIRM'S PRIOR EXPERIENCE**

*(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)*

**Offeror's Name:** \_\_\_\_\_

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF MAIL SERVICES CONTRACT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

**SUMMARY OF SERVICES PERFORMED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT B  
PREFERENCE IN PURCHASING PRODUCTS**

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

**FOR CORPORATIONS:**

State in which incorporated:

**FOR OTHERS:**

State of domicile:

**FOR ALL VENDORS:**

List address of Missouri offices or places of business:

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**THIS SECTION MUST BE COMPLETED AND SIGNED:**

**FIRM NAME:**

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**ADDRESS:**

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**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

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**BY (signature required):**

---

**Federal Tax I.D. #: \_\_\_\_\_ if no Federal Tax I.D. # - list Social Security #:**

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NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**ATTACHMENTC: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.

\_\_\_\_\_  
My commission expires:

Notary Public

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

**ATTACHMENT D: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP  
(a separate affidavit is required for each owner and general partner)**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**ATTACHMENT E**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this attachment

**(NOTE:** For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Attachment.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

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Service-Disabled Veteran's Name, (Please Print)

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*Service-Disabled Veteran's Signature*

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Service-Disabled Veteran Business Name

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Missouri Address of Service-Disabled Veteran Business

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**EXHIBIT 1: EXAMPLE OF CURRENT DELIVERY AND TRACKING DOCUMENTS**

Daily From Central Office-Jefferson City, MO, to the Districts

**LANTER** DELIVERY SYSTEMS, INC. DATE: \_\_\_\_\_ PICKUP RECORD: 614168 **PRIORITY SHIPMENT PICKUP RECORD**  
GENERAL COMMODITY AND FINANCIAL CUSTOMER USE

NAME AND ADDRESS: MODOT, 105 W CAPITOL, JEFFERSON CITY, MO 65102-0000. NAME AND ADDRESS: \_\_\_\_\_

112960 - 91  
LANTER ACCOUNT NUMBER

LINE	PACKAGE ID NUMBERS	CONSIGNEE	ADDRESS	CITY	STATE	ZIP CODE	PCS.	TOTAL WT.	OPTIONAL SERVICES		
									OVNT. LTR.	DECL. VAL.	ADD. COD. AMT.
1		MODOT DISTRICT 1	3602 N BELT HWY	ST JOSEPH	MO	64506					
2		MODOT DISTRICT 2	US ROUTE 63	MACON	MO	63552					
3		MODOT DISTRICT 3	HIGHWAY 61 SOUTH	HANNIBAL	MO	63401					
4		MODOT DISTRICT 4	5117 E 31ST ST	KANSAS CITY	MO	64128					
5		MODOT DISTRICT 6	1590 WOODLAKE DR	CHESTERFIELD	MO	63017					
6		MODOT DISTRICT 7	3901 E 32ND ST	JOPLIN	MO	64802					
7		MODOT DISTRICT 8	3025 E KEARNEY	SPRINGFIELD	MO	65801					
8		MODOT DISTRICT 9	910 SPRINGFIELD RD	WILLOW SPRING	MO	65793					
9		MODOT DISTRICT 10	201 N MAIN ST	SIKESTON	MO	63801					
10											
11											
12											
13											
14											
15											

SHIPPER SIGNATURE: \_\_\_\_\_ TOTAL PCS: \_\_\_\_\_ TERMS AND CONDITIONS ON REVERSE: \_\_\_\_\_ TIME: \_\_\_\_\_ WAIT TIME: \_\_\_\_\_ COURIER SIGNATURE: \_\_\_\_\_ ROUTE NUMBER: \_\_\_\_\_ TOTAL PCS: \_\_\_\_\_

LDS 1101-L (11/98)

LANTER BILLING

From a District to Central Office Mailroom-Jefferson City, MO

**LANTER** DELIVERY SYSTEMS, INC. DATE: 7-12-10 PICKUP RECORD: 654420 **PRIORITY SHIPMENT PICKUP RECORD**  
GENERAL COMMODITY AND FINANCIAL CUSTOMER USE

NAME AND ADDRESS: MODOT-DISTRICT 4, 600 NORTHEAST COLBERN ROAD, LEE'S SUMMIT, MO 64086-0000. NAME AND ADDRESS: \_\_\_\_\_

LINE	PACKAGE ID NUMBERS	CONSIGNEE	ADDRESS	CITY	STATE	ZIP CODE	PCS.	TOT. WT.
1		CENTRAL OFFICE	1320 CREEK TRAIL DR	JEFFERSON CITY	MO	65108		
2								
3								
4								

SHIPPER SIGNATURE: \_\_\_\_\_ TOTAL PCS: \_\_\_\_\_ TERMS AND CONDITIONS ON REVERSE: \_\_\_\_\_ TIME: \_\_\_\_\_ WAIT TIME: \_\_\_\_\_ COURIER SIGNATURE: \_\_\_\_\_

