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**REQUEST FOR PROPOSALS  
RFP 6-120614LK  
ONSITE AUCTION SERVICES  
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<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 original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwiz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., June 14, 2012.

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

**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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**SECTION (1):**

## GENERAL DESCRIPTION AND BACKGROUND

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide onsite auction services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** The Missouri Department of Transportation is reducing surplus vehicle, equipment, and supplies as part of its Bolder Five-Year Direction to cut costs, increase efficiencies, and make the best use of every dollar.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract shall start Notice of Award through June 30, 2013.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.
- (F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or [Leann.Kottwitz@modot.mo.gov](mailto:Leann.Kottwitz@modot.mo.gov) (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, June 7, 2012**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: [http://www.modot.org/business/contractor\\_resources/gs\\_bidding/CO/COcommodities.htm](http://www.modot.org/business/contractor_resources/gs_bidding/CO/COcommodities.htm) in the form of a written addendum. **It is anticipated this addendum will be issued on June 8, 2012.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.
- (G) **RFP 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 7:00 am and 3:30 pm, Local Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

<b>Event</b>	<b>Date</b>	<b>Time</b>
MoDOT Issues RFP	May 31, 2012	2:00 pm
Deadline for Written Comments	June 7, 2012	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	June 8, 2012	2:00 pm
Deadline for Submitting a Proposal	June 14, 2012	2:00 pm
Recommendation of Award	June 22, 2012	2:00 pm
Notification to Non-Awarded Vendors	June 22, 2012	2:00 pm
Contract Effective Date	July 2, 2012	10:00 am

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

(A) **Services:** The Offeror shall provide qualified auctioneers to provide professional services in association with the Missouri Department of Transportation surplus vehicle, equipment, and supplies by District. Please refer to Attachment II “District Boundaries Map” for district boundaries.

**1. Specific Requirements:** The Offeror will provide to the General Services Procurement one original and five (5) copies of a program proposal which will include the following:

- a) Sale Advertising: The Offeror will be required to promote and advertise the sale in such a manner that benefits MoDOT.
- b) Auctioneer: All Offerors shall be licensed and bonded to conduct sales in Missouri.
- c) Licensed and Bonded Clerk/Cashier: Required.
- d) After buyer has paid for the item(s), the Offeror shall insure that the buyer removes the item(s) from the premises at the conclusion of the auction.
- e) Unclaimed Sale Items: The Offeror shall be liable to MoDOT in the dollar amount of any items sold, but not paid for by successful bidder(s). Any such item shall be the property of the Offeror.
- f) All paid in full items must be retrieved by bidders at the conclusion of the auction. Items not removed are subject to a daily fee assessed of \$20 per day paid by the Offeror. Paid items not removed after 10 days will become property of MoDOT.
- g) Checks will be payable to the Offeror and all collections are the sole responsibility of the Offeror.
- h) MoDOT will not be responsible or assist in the loading of sale items. Arrangements must be made with the Offeror.
- i) MoDOT makes no guarantee as to a minimum or maximum number of auctions which may be required annually.
- j) Unless otherwise specified herein, the Offeror shall furnish all material, labor, equipment, and supplies necessary to perform the services required herein.

**2. Experience and Licensing Requirements:**

- a) The Offeror should have a minimum of five (5) years experience in auction sales of products similar to those typically offered by a governmental agency. The

Offeror should have conducted a minimum of eight (8) auctions per year for the past five (5) years.

- b) Prior to performing any services under the contract the Offeror must obtain all required licenses and make such licenses available for inspection by MoDOT.

**3. Equipment and Supply Requirements:**

- a) During the auction, the Offeror shall provide and maintain an adequate sound system.
- b) In the event the following items are not available at the auction site, the Offeror shall provide such items at no additional cost to MoDOT:
  - Trailers
  - Portable electrical fixtures/outlets;
  - Stands to handle bidders and/or traffic at cashier's table.
- c) MoDOT shall provide security personnel at the auction site.
- d) MoDOT shall be responsible for providing a suitable facility to conduct the auction.

**4. Service Requirements:** The Offeror will be required to furnish complete auctioneering and clerking services pertinent to the sale of surplus vehicle, equipment, and supplies. Services are to be performed in accordance with the applicable laws to include, but not limited to the following:

- a) Offeror shall conduct the auctions(s) on a date mutually agreeable to MoDOT and the Offeror. In the event that the contract is extended, the Offeror must conduct any required auctions(s) on or before June 30 of the appropriate year.
- b) Conduct equipment sales in such a manner where auction service provider can move from item to item. The Offeror shall provide sufficient helpers to take bids and keep the sale moving efficiently.
- c) The Offeror shall begin the auction at a time mutually agreeable to the Offeror and MoDOT and shall continue without stopping until such time as the Offeror and MoDOT agree to complete the auction. MoDOT will review and approve all printed material prior to advertisement of the auction.
- d) MoDOT will assist in pre-sale activities that may include the following:
  - Arranging sale items in order per direction of auctioneer.
  - Remove department identification where necessary.

- e) The Offeror may conduct the auction(s) at multiple locations throughout a district which is mutually agreeable to MoDOT and the Offeror.
- f) The Offeror shall register and issue a number to each potential buyer, and shall submit a copy of the register to MoDOT the day of the auction.
- g) Prior to beginning the auction, the Offeror shall announce the conditions of the auction. Such conditions are specified herein as Attachment 1. MoDOT reserves the right to amend the conditions based on items to be sold.
- h) MoDOT reserves the right to reject any and/or all bids for items at the auction. The Offeror shall sell all items and/or lots in a professional manner and to the highest bidder. MoDOT has the right to set a minimum bid.
- i) The Offeror shall be responsible for securing each item after it is sold until such time as the item is paid for and claimed by buyer.

**5. Record Keeping Requirements**

- a) The Offeror shall provide a minimum of one (1) clerk who shall record the item(s) sold, buyer number, and sale price of each item, and one (1) cashier who shall be responsible for handling all cash and sale transactions. The Offeror's clerk and cashier must be two (2) separate individuals.
- b) The Offeror shall provide MoDOT with an accurate sales record the day of the auction. Such sales record shall include the item(s), buyer number, and sale price of each item. The Offeror shall retain one (1) copy of the sale record.
- c) The Offeror shall be responsible for reconciliation of all sales transactions (items sold, claimed, and paid for by the buyer). The Offeror must note and record any and all discrepancies at the conclusion of the reconciliation.
- d) The Offeror must provide the reconciliation to MoDOT within twenty (20) days with payment of net proceeds made payable to: Director of Revenue – Credit State Road Fund.
- e) MoDOT has five (5) days to reconcile the net proceeds received to the original day of auction sales reports and final reconciliation reports provided by the Offeror with the net proceeds. Any discrepancies will be communicated to the Offeror and resolved to the benefit of the appropriate party.

**6. Payment and Invoicing Requirements:**

- a) Other than the payment specified above, no other payment(s) or reimbursement(s) shall be made to the Offeror for any reason whatsoever.

**(B) 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 General Services Director 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. 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 Division 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) MBE/WBE Participation Encouraged:**

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors 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 Exhibit D.
- (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 Exhibit E.
- (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 this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons,

cancellation will become effective upon the date specified in the notice of cancellation sent to the 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.



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

**(A) SUBMISSION OF PROPOSALS**

- 1. Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz 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.

**(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 five (5) years. The description should include a list of all the auctions your firm conducted per year in the last five years.
- 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 eight officials of clients within the past five 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:

- A. Cost.....40%
- B. Experience, Reliability, Expertise;.....40%
- C. Method of Performance.....20%

**Evaluation Cost:**

The objective evaluation of cost shall be based upon the firm, fixed percentage of gross sales based on graduated amounts up to and including \$100,000.00. For purposes of evaluation, cost shall be computed weighting each of the four sales categories for the original contract period.

Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. MoDOT makes no guarantee regarding the accuracy of the quantities stated nor does MoDOT imply that the figures used for the cost evaluation in any way reflects neither actual nor anticipated usage.

**Experience, Reliability, Expertise of Offeror:**

Experience, reliability, and expertise of the bidder is considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances and which documents the expertise of the personnel especially related to the requirements of the RFP.

The Offeror should provide the following information related to previous and current services/ Contracts performed by the Offeror’s firm and any proposed subcontractors which are similar to the requirements of the RFP on Exhibit A:

- 1) 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;
- 2) Dates of the service/contract; and
- 3) A brief, written description of the specific prior services performed and requirements thereof.
- 4) The above information may be shown on the form attached as Exhibit A to this RFP or in a similar manner.

The Offeror should utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel, especially documenting the following for each proposed auctioneer:

- 1) The number auctions performed each year for the past five (5) years,
- 2) The number of years of experience in auction sales, and
- 3) The types of products typically offered for sale by each.
- 4) If personnel are not hired, the Offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 5) The Offeror should submit a copy of all licenses, certifications, accreditations, and/or permits which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the auctioneering services requested in this RFP. If not submitted with the

RFP, MoDOT reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

**Method of Performance:**

Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror may utilize Exhibit C to present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The Offeror should submit or describe the following:

- 1) Description of proposed sound equipment.
  - 2) Information regarding the number of personnel proposed and the duties the individuals are proposed to perform.
  - 3) Additional information specific to Offerors proposed method to perform the auctions.
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) MULTIPLE AWARDS**

MoDOT reserves the right to make awards that are in the best interests of MoDOT, which may include, but not necessarily be limited to:

- Issuance of multiple agreements, per District.
- MoDOT may utilize other methods of disposal outside of any contract awarded.

**(E) 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), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):  
PRICE PAGE**

**(A) FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

The Offeror shall provide a firm, fixed percentage(s) of gross sales in the table below for the original contract period and maximum percentage(s) of gross sales for each potential renewal period.

AUCTIONEERING SERVICES

Line Item #	Description Amount of Gross Sales	Original Contract Period <i>Firm, Fixed Percentage</i>	1 <sup>st</sup> Renewal Period <i>Firm, Fixed Percentage</i>	2 <sup>nd</sup> Renewal Period <i>Firm, Fixed Percentage</i>
001	\$ 0.01 - \$20,000.99	_____%	_____%	_____%
002	\$20,001.00 - \$50,000.99	_____%	_____%	_____%
003	\$50,001.00 - \$75,000.99	_____%	_____%	_____%
004	\$75,001.00 - \$100,000.00	_____%	_____%	_____%

Please indicate which District you are offering your services in.

Northwest\_\_\_ Northeast \_\_\_ Kansas City\_\_\_ Central\_\_\_ St. Louis\_\_\_ Southwest\_\_\_ Southeast\_\_\_

---

Signature

Date

## ATTACHMENT 1

### Condition of items:

1. Items are to be sold at auctioneer's discretion to obtain the best value.
2. Items shall be sold "as is, where is". Neither MoDOT nor the auctioneer make any warranty of any kind, expressed or implied, as to the condition of the articles offered for sale. There shall be no guarantee for any dates, markings, item counts or authenticity of items.
3. All descriptions of items are for informational purposes only. Neither MoDOT nor the auctioneer accepts responsibility for errors or omissions.
4. Announcements on the day of the auction take precedence over any and all previous written or oral announcements. Buyers should be aware that some items advertised may be removed prior to the sale date due to unforeseen conditions.
5. The auctioneer and MoDOT reserve the right to reject any and all bids. However, it is not the intent of the auctioneer or MoDOT to purposefully reject bids.

### Sale Terms:

1. All potential bidders must register and obtain a bidder number in order to bid on any items. To obtain a bidder number the bidder must register with full name, address, and positive identification (i.e. valid driver's license).
2. The bidder should clearly exhibit number to the clerk and auctioneer after award of each bid to avoid bidder recording errors.
3. Upon award of the bid, all risk of loss, damage or destruction of purchased item(s) passes to the buyer, and the auctioneer shall have no liability for damage or destruction of purchased lots. Buyers shall make their own arrangements for insurance coverage for all items purchased.

### Payment Terms:

1. Bidders can claim and pay for purchased items following the sale of each item or at the end of sale day. All items sold must be claimed and paid for at the end of each sale, or may be sold after ten (10) days.
2. No items shall be removed from premises before settlement or payment for the item.
3. The Auctioneer accepts responsibility for all payments. The Auctioneer must advertise their terms of payment prior to the day of the sale.

### Miscellaneous Terms:

1. Persons in attendance during the auction and removing goods assume all risks of damage or loss to personal property and specifically release the auctioneer and MoDOT from any liability.
2. Neither the auctioneer nor MoDOT shall be liable by reason for any defect, or condition of the premise on which the sale is held.
3. Bidders are reminded that registration is required to obtain a bidder number necessary to bid and/or purchase items available for sale.

**ATTACHMENT II: DISTRICT BOUNDARIES MAP**

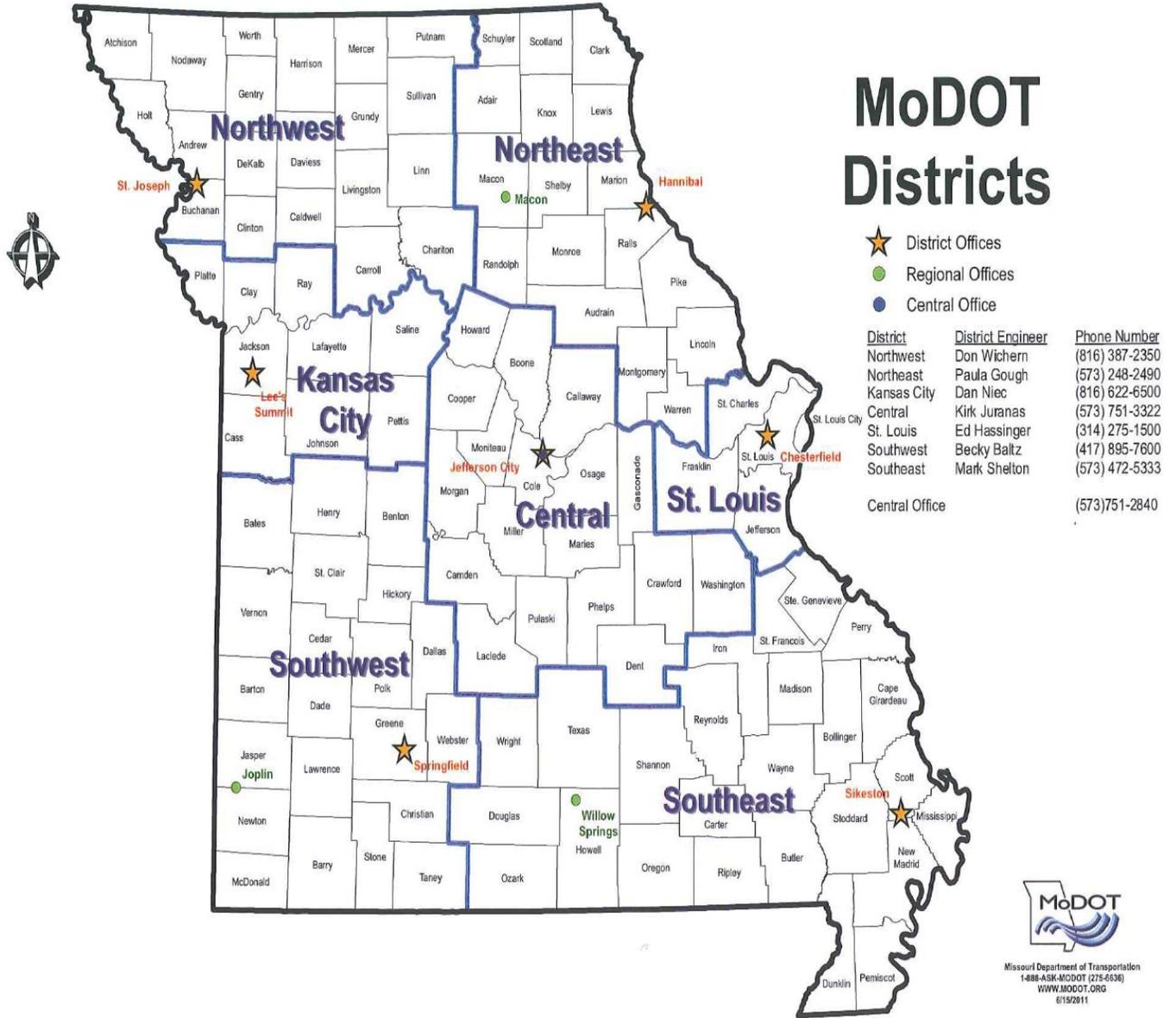


Exhibit A

Prior Experience of Offeror

The Offeror should copy and complete this form for each reference being submitted as demonstration of the Offeror's prior experience. In addition, the Offeror is advised that if the contact person listed for the reference is unable to be reached, the listed experience may not be considered.

Reference Information (Prior Services Performed For:)

Offeror Name:	
Name of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone#	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services:	
Description of Prior Services Performed:	

*As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by MoDOT for additional discussions regarding the association of me/my company with the Offeror referenced above:*

---

*Signature of Reference Contact Person*

*Date of Signature*

Exhibit B

Personnel Expertise Summary

(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
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1. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

---

2. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

---

3. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

---

4. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

---

5. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

---

6. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

---

7. \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

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## Exhibit C

### Method of Performance

The Offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this RFP.

Exhibit D

**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  
Affiant name  
affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

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

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

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

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 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

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

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

My commission expires:

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

Exhibit E

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: