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REQUEST FOR PROPOSALS

**REST AREA MAINTENANCE AND SPONSORSHIP SERVICES
RFP 6-120912LK
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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**). One original, eight (8) copies and one electronic copy of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Ms. Leann Kottwitz, General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of Ms. Leann Kottwitz no later than 2:00 p.m., September 12, 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.

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.

(Name and Title) _____ Date _____

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

- (A) **Request for Proposal:** This document constitutes a Request for Proposal (RFP) from qualified organizations to provide facility and property management, operation, maintenance (including preventative maintenance), and repair services necessary to achieve and sustain the performance based measures, outcomes and requirements defined in this RFP by the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (MoDOT). This RFP also includes the development and implementation of a sponsorship and advertising program in all rest areas and welcome centers. The sponsorship and advertising program is intended to generate revenue to help offset the costs to operate and maintain these facilities.

MoDOT is seeking the services of an experienced property and/or facility management firm to provide a full range of property and facility management services for the Rest Areas, Welcome Centers and Truck Parking Facilities identified in this RFP. Partnerships with marketing and/or advertising firms to handle the sponsorship and advertising program are permitted. All submissions should be developed consistent with the concept of performance based contracting, asset management, preservation and enhancement of public properties, buildings and structures, and the rest area and welcome center services provided for the traveling public.

For the purposes of this RFP, the terms “Rest Area” and “Welcome Center” shall be interchangeable and when used individually, shall also refer, by definition, to both.

- (B) **Background:** MoDOT operates eight rest area locations with 15 separate rest area facilities (seven with buildings on both sides of the interstate and one with a building on one side) and seven welcome center locations with eight separate welcome centers (six with buildings on one side of the interstate and one with buildings on both sides). All rest areas and welcome centers are located on the interstate highway system. Each rest area and welcome center contains parking lots and driveways, various building types, restroom facilities, water fountains, picnic areas, vending services, numerous other site amenities, and a variety of tourism/traveler related services. Six sites contain waste water lagoons, one site uses a sand filter with UV disinfecting system and eight sites are connected to a publicly owned treatment works facility (POTW).

Two existing rest area locations with four separate facilities are scheduled to be closed. These rest areas at Mound City and Halltown will be converted to truck parking only facilities. The waste water treatment facilities at these two locations will be closed by MoDOT.

The Bloomsdale southbound I-55 truck parking facility is located on the same property as a Missouri State Highway Patrol weigh station. This RFP will only include that portion of

the property that contains the truck parking facility. The weigh station is not included in this RFP.

Vending services are provided by the Bureau of the Blind in accordance with Missouri Revised Statutes, Chapter 8, Section 8.705, at all rest areas and welcome centers. The Missouri Tourism Commission operates tourist information services at four (4) welcome centers (Rock Port, Eagleville, Joplin and Hayti). Local tourist organizations operate the tourist information services at the Conway, Marston and Chain of Rocks welcome centers.

- (C) **Pre-Proposal Conference:** A pre-proposal conference will be held on July 26, 2012 from 9:30 – 11:30 am CDT at the Kansas City district office located at 600 Northeast Colburn Road, Lee’s Summit, MO 64064, in the KC Garage Conference Room. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Any changes resulting from this conference will be issued as a written addendum to the RFP.
- (D) **Site Visits:** Following the Pre-Proposal Conference, a site visit will be conducted at the Lathrop I-35 Northbound rest area from 1:00 – 2:00 pm and at the Kearney I-35 Southbound Truck Parking Facility from 2:30 – 3:00 pm to present examples of MoDOT’s facilities. It is strongly suggested that all offerors conduct site visits of all the rest areas and welcome centers for which they will be submitting a proposal. The Offerors signature on this solicitation constitutes certification that they have inspected the job sites and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job sites, will not be considered by MoDOT. Any questions that may arise during offerors site visits shall be submitted in writing as detailed in Section (1), (H).
- (E) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (F) **Contract Period:** The successful offeror shall start December 1, 2012 and continue through November 30, 2015.
- (G) **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 two-year periods, or a portion thereof. The first renewal period will be from December 1, 2015 through November 30, 2017; the second renewal period will be from December 1, 2017 through November 30, 2019. 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.

(H) 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.Kotwitz@modot.mo.gov (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, August 8, 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/g_s_bidding/CO/COcommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on August 15, 2012.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

(I) 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 proposal.

Event	Date	Time
MoDOT Issues RFP	July 3, 2012	2:00 pm
Pre-Proposal Conference	July 26, 2012	9:30 am
Deadline for Written Comments	August 8, 2012	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	August 15, 2012	2:00 pm
Deadline for Submitting a Proposal	September 12, 2012	2:00 pm
Recommendation of Award	October 3, 2012	2:00 pm
Notification to Non-Awarded Vendors	October 3, 2012	2:00 pm
Contract Effective Date	December 1, 2012	8:00 am

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

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

MoDOT is seeking the services of an experienced property and/or facility management firm, in partnership with a marketing or advertising firm or as a subOfferor, to provide a full range of property and facility management services and sponsorship/advertising program development and implementation for the Rest Areas and Welcome Centers identified in this RFP.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit of a program proposal which will include the following:

- 1. Project Description and Background:** The Offeror shall provide all personnel, supervision, administrative and technical support and reporting, labor, subcontractors, tools, transportation, materials, supplies and equipment; and shall plan, schedule, coordinate, perform and assure effective completion of all services and needs described in this RFP. The rest area and welcome center sites covered within this RFP are identified in **Attachment A, “Rest Area, Welcome Center and Truck Parking Facility Inventory.”**

The Offeror shall ensure that the performance based measures, outcomes and requirements listed in this RFP are continuously met including all attachments, references and electronic documentation under separate cover.

The Offeror shall perform complete maintenance and operation of all rest areas and welcome centers, including all the existing features and any items installed by MoDOT or Offeror. Unless otherwise noted, the limits of work include all areas currently being maintained which generally begin at the beginning of the ramp entering the rest area and end at the end of the ramp leaving the rest area. It will also include any utility line or appurtenances serving the rest area outside these limits that belong to MoDOT. The Offeror shall accept the rest areas and welcome centers in an “as is” condition, with the exception of those items identified in Section (2).(B).24.vi, at the beginning of the work.

- 2. Total Maintenance, Operation and Repair:** Supervise janitorial services; perform maintenance of buildings, grounds, utilities and all necessary repairs to ensure the proper operation of the rest areas. Operate, maintain and repair items such as, but not limited to, the following: electrical and plumbing systems, utilities, water and waste water treatment systems, buildings (including vending buildings) and their structural elements, pavements, pavement markings, drainage facilities, landscaping, lavatory fixtures, toilets, signs, luminaires, flags, flag poles and playground equipment.

The intent of this specification is to relieve MoDOT of all duties traditionally performed in maintaining and operating the rest areas and welcome centers.

- 3. Sheltered Workshop Contracts for Janitorial Services.** MoDOT currently contracts for janitorial services at all rest areas and welcome centers with sheltered workshops. The current contracts expire March 31, 2013, however, these contracts will be cancelled upon the effective date of this contract. The Offeror shall negotiate new contracts with and continue to use certified sheltered workshop personnel for janitorial services at each rest area. The sheltered workshops will be subcontractors for this RFP. A list of specific workshops that are contracted for at each rest area is shown in **Attachment B** for informational purposes only. The Offeror may contract with any sheltered workshop registered with the Missouri Department of Elementary and Secondary Education (DESE).

- 4. Building Maintenance and Repair.** Maintain and repair all buildings and structures within the rest area complex. Maintenance and repair includes, but is not limited to, the following items:
 - i. Make all structural and architectural repairs of building interiors and exteriors. Ensure the structural integrity of all buildings is maintained at all times. Address necessary repairs affecting structural integrity immediately. Obtain approval of repair methods and schedules.
 - ii. Repair or replace electrical system, plumbing system, utility lines, water and waste water system, hand dryers, light fixtures, lavatory fixtures, toilets, tiles and any other repairs necessary for operation of the rest areas. Perform repair or replacement of these items within 24 hours unless otherwise approved.
 - iii. Address paint blistering, paint peeling, mildew, or mold within one week of discovery or as approved. If interior or exterior paint is faded, peeling, shows touchup painting of different shades or otherwise not aesthetically pleasing, perform a complete painting of the total structure and fixtures. Sandblast rusted metal to bare metal and prime with rust inhibiting primer prior to painting with exterior paint.
 - iv. Maintain interactive computer and interpretive exhibit displays in welcome centers. Replace computer hardware for the internet and interactive exhibits on an as needed basis to ensure displays are working. Ensure displays are repaired within 48 hours of failure.

- 5. Grounds Maintenance.** Perform the following services as often as needed. If service is needed, address immediately.
 - i. Keep drinking fountains operational, clean and sanitary.
 - ii. Clean and repair as needed; tables, benches, picnic shelters, trash receptacles and other outdoor appurtenances. Clean and disinfect soiled and stained items. Rinse thoroughly with clean water. Do not apply a disinfectant to table or bench tops unless the surfaces can be rinsed off immediately with clean water.

- iii. Keep slabs, sidewalks and driveways free of chewing gum, sand, gravel, grease, leaves, spills and all other types of debris. Pressure wash slabs and walks at the beginning of the contract to remove existing gum and other stains and once a month thereafter. Ensure that the public and/or their property is not sprayed.
- iv. Remove animal droppings daily or more often if necessary. Utilize non-lethal methods to discourage bats, birds or other animals in cases of severe infestation.
- v. Keep grounds free of litter. Pay particular attention around the rest area buildings, picnic shelters and trash receptacles. This includes, but is not limited to, trash, wastepaper, garbage, scrap metals, paper, wood, plastic, glass products, bottle caps, ring-pull tabs, cigarette butts, gum wrappers, feces, animal remains and other discarded items.
- vi. Empty trash receptacles and replace liners. Clean trash receptacles periodically as needed. Temporarily store litter at an approved screened site located at the rest area. Empty dumpsters a minimum of twice a week. Clean or replace dumpsters retaining offensive odors, as necessary. Dispose of litter off the right-of-way in accordance with federal, state and local regulations.
- vii. Clear snow and ice from roadways, parking lots and sidewalks within four (4) hours after the end of the storm. Utilize industry standard anti- or de-icing chemicals to facilitate utilization of the paved areas and sidewalks.

6. Landscape Maintenance. Keep landscape areas neat, mulched, with healthy plants and no weeds at all times.

7. Vegetation Maintenance. Perform the following seasonal requirements to maintain the vegetation in the rest areas.

- i. Mow and trim designated areas of the rest area to maintain a well-manicured appearance with vegetation in turf areas to be between 2.5 and 5 inches in height. Trimming of the grounds must be completed at the same time as the mowing. All mowing operations should be scheduled for completion in a continuous operation so areas do not result in an uneven appearance. Sweep and clean all sidewalks, picnic shelters and all wall surfaces to remove any clippings as a result of the mowing operation. Care must be used to eliminate the risk of thrown objects from mowers. Grass and weeds in sidewalk joints and cracks may be controlled with appropriate herbicide(s) using a safe and proper application.
- ii. Remove noxious weeds and other undesirable growth from lawns, beds of plants and shrubs, as needed. Perform inspections and remove all weeds daily. Trim trees and shrubs as needed. Do not allow trees or shrubs to encroach upon walkways or structures at any time. Trim trees and shrubs to maintain a uniform and aesthetically pleasing form. Herbicides that are proven safe for plants, grass and desirable plants may be used to kill weeds.
- iii. Remove all dead or dying trees. Receive approval prior to removing other trees.

- iv. Remove and dispose of tree clippings, limbs, leaves and pine straw from grounds, buildings and picnic shelters. Dispose of removed vegetation at appropriate offsite locations in accordance with applicable local, state and federal statutes.
 - v. Native grass areas shall be mowed once every year.
- 8. Appurtenances.** Maintain and repair all outdoor appurtenances. This includes, but is not limited to, tables, signs, benches, picnic shelters, litter barrels, lights, flags, flagpoles and other outdoor appurtenances. Replace any outdoor appurtenance that cannot be repaired within 14 days; replace picnic shelters within 30 days.
- 9. Drainage.** Maintain and repair rest area drainage-ways, including any underground facilities. Remove blockage of drainage facilities immediately after discovery. Inspect drainage facilities every six months to ensure their proper operation. Backfill eroded areas with approved soil and re-vegetate. The mainline interstate drainage ditch will be maintained by MoDOT. This will be defined as the area between the interstate paved shoulder and the first paved parking area of the rest area, including any drainage structures underneath the rest area entrance and exit ramps.
- 10. Signing and Lighting.** Maintain, repair or replace all traffic operations appurtenances including, but not limited to, delineators, signs and luminaries in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- 11. Sidewalks, Curbs and Pavements.** Maintain, repair or replace all rest area pavements, ramps, parking lots, sidewalks, curbs and slabs. Perform preventive maintenance such as crack sealing, spot seal coating, etc. at the first sign of deterioration to deter the need for major repair or replacement. Make temporary repairs or barricade all pavement failures and blow-ups immediately if they pose a safety concern for the traveling public. Make permanent repairs within forty-eight (48) hours. Repair potholes within five (5) days of discovery. Repair or make appropriate pavement treatments for cracking, rutting, flushing and joint failures by approved methods within sixty (60) days of discovery, or as approved by MoDOT.
- 12. Striping.** Maintain and repaint striping and specialty markings to the latest standard as needed.
- 13. Public Survey Cards.** MoDOT makes available at every rest area blue survey cards for the traveling public to fill out and either mail them in or drop them off in the drop boxes on site. MoDOT will be responsible for collecting them every month. The Offeror shall maintain the drop box.
- 14. Water and Wastewater Facilities.** The Offeror shall provide safe and sanitary drinking water and waste water operations in all rest areas. Some rest areas are connected to city, county or other municipal water supply systems while others obtain their water supplies from on-site water wells. Similarly, some rest areas are connected

to a publicly owned treatment works operation for waste water while others use a sewer lagoon or other on-site waste water treatment facility.

- i. **Water well operation.** Provide maintenance, testing, repair and operation of water well units serving rest area facilities where applicable. Maintain and repair items such as piping, pumps, chemical treatment systems, control systems, electrical systems and motors above and below ground within the well unit. Test and maintain in accordance with the most current regulations, guidelines and revisions as required by federal, state and local codes or statutes. Provide operator licensing as necessary. Replacing or re-drilling wells, if needed, to provide adequate water for rest area operations will be considered a capital improvement and the cost will be the responsibility of MoDOT.
 - ii. **Waste Water Treatment Facility Operation.** Provide maintenance, testing, repair and operation of waste water treatment facilities where applicable. Waste water treatment facilities include two and three cell lagoons or sand filters with UV disinfecting systems. Test and maintain in accordance with the most current regulations, guidelines and revisions as required by federal, state and local codes or statutes. Comply with all Missouri Department of Natural Resources (MDNR) National Pollutant Discharge Elimination System (NPDES) permit renewal and operational requirements. Submit all test results to MDNR with copies to the appropriate MoDOT district office. Copies of the Missouri State Operating Permits for each affected rest area are included as **Attachment C, Missouri State Operating Permits**. The Concordia rest areas and the Conway Welcome Centers require Class “D” operators. The Halltown rest areas require a Class “C” operator, however, this waste water treatment facility will be closed and the rest areas converted to truck parking facilities. The other rest area treatment facilities do not require an operator. Provide system modifications or cleaning necessary to address MDNR regulations or violations. Correct violations immediately and provide written reports to MoDOT of these corrective actions. Copies of Letters of Warning (LOW’s) and Notices of Violation (NOV’s) for the previous five (5) years are included as **Attachment D, Letters of Warning/Notices of Violation** for informational purposes only.
- 15. Utilities.** The Offeror shall not use nor allow the Offeror’s employees to use any MoDOT telephones at the rest area except to conduct official business associated with maintaining the rest area. Any telephone calls not authorized or justified to MoDOT’s satisfaction will be the responsibility of the Offeror. All telephone, water, electric, gas and sewer service accounts will continue to be the responsibility of MoDOT. The Offeror will be responsible for all increased costs of any utility bill if it is determined by MoDOT, in its sole discretion, that any increases in that utility are associated with excessive use, abuse by the Offeror, or failure of the Offeror to make repairs or perform preventive maintenance under its responsibility herein.
- 16. Emergency Incidents, Operations and Reporting.** Upon the occurrence of an incident, accident, hazardous materials spill, or other event that causes an increase in

risk to the health, safety or welfare of any person on site, including the Offeror, the Offeror shall immediately report such incident to the following as applicable:

- i. 911 emergency services
- ii. Missouri Department of Natural Resources 24 hour emergency hotline number 573.634.2436
- iii. MoDOT local contact

Every effort shall be made by the Offeror to assist in reasonably securing the area of any incident and reducing the risk to any other persons. The Offeror is fully authorized to close the site down and may request MoDOT to take any additional actions to ensure the complete closure of any site in order to protect the public from potential harm. Such incidents shall be fully documented and reported to MoDOT.

17. Supplies. The Offeror shall supply sufficient quantities and ensure the reasonable quality of all supplies needed to achieve the contract performance based outcomes and requirements detailed in this RFP. Supplies must be maintained to avoid stock-outages on-site. Supply stocks on-site shall be accessible and remain accessible at all times. The cost of all supplies shall be borne by the Offeror. The types of supplies, and corresponding MSDS sheets, that may be needed to perform property management services in accordance with this RFP include, but are not limited to, the following:

Batteries	Cheese cloth
Brooms, vacuums, wet vacs	Fire extinguishers
Deodorizers	Heating, ventilation and air conditioning filters
Cleaning agents for glass, counter, tile, grout, floor, toilet, sink, ceiling, partitions, concrete,	Hand soap and dispensers
Strippers, sealers, waxes, coatings	Rodent killers and traps
Insect killer (wasp, hornet, flying insects, spiders, ants, etc.)	First aid kits
Mop heads and handles	Disinfectants
Paints and all painting, application, and removal supplies (including graffiti removal supplies)	Paper towels and dispensers
Polishing agents	Rags
Sponges	Toilet brushes
Toilet paper and dispensers	Trash containers
Trash bags for all trash container types	Urinal strainers
Light bulbs and ballasts to include interior and exterior lighting	Oils, greases, filters and belts for mechanical systems

systems in varying wattages and types	
Water and waste treatment filters	Tools, ladders, hoses, equipment necessary to complete minor repairs and maintenance

The supplies listed above are not considered an all inclusive list. The Offeror may need to provide additional supplies to achieve the contract performance based outcomes defined in this RFP. The cost of all supplies indentified above and any additional supplies to achieve the contract performance based outcomes shall be included in the Offeror’s fixed monthly price for the facility.

The Offeror shall not store or stockpile supplies on rest area parking areas and must securely store supplies away from public access or view.

Any materials or supplies that end up in rest area lagoons shall be “environmentally safe.”

18. Repairs: The Offeror shall at all times be responsible for ensuring the continuous operation and maintenance of the rest areas to achieve the contract performance based outcomes and requirements of this RFP. As such, the Offeror shall be responsible for the documenting, planning, scoping, executing, managing, and successful completion of repairs needed to achieve the contract performance based outcomes and requirements of this RFP. MoDOT reserves the right to complete any repair by state forces or by another contractor. The Offeror shall extend professional cooperation in allowing these repairs to be performed by other parties and by providing information and access as needed.

- i. **Minor Repairs.** Minor repairs shall be the sole responsibility of the Offeror. Minor repairs are defined as any single repair to an asset or replacement required to meet the contract performance based outcomes and requirements of this RFP with a labor and material cost valued at \$3,000.00 or less. The Offeror is responsible for all project management and administrative costs associated with minor repairs. The Offeror shall bare the cost of all minor repairs up to \$15,000.00 per facility per year. MoDOT will reimburse the Offeror for minor repairs over and above this \$15,000.00 threshold upon receipt of all required documentation as described in Section (2).(B).21.iii. Routine or regular maintenance activities (parts, materials and labor) are not considered minor nor major repairs.

The Offeror shall maintain a minor repair log and provide documentation of the deficient item and the resulting functional repair. Minor repair documentation shall be maintained by the Offeror at all times. Minor repair logs shall be kept on site at all times.

With each monthly invoice, the Offeror shall submit a copy of the minor repair log to include an electronic spreadsheet list which transcribes all minor repairs completed to date with the individual total and the cumulative total for each rest area. The Offeror shall also submit at this time, all invoices, work orders or any other documentation supporting the work performed and the cost incurred.

- ii. **Major Repairs.** Major repairs are any single repair in excess of \$3,000.00, including labor, equipment and materials, necessary to achieve compliance with the contract performance based outcomes and requirements of this RFP. The Offeror shall notify, and must receive approval from, the designated MoDOT representative for any major repairs prior to the start of work on such repair.

The Offeror shall provide documentation of the deficient item and the resulting functional repair. The Offeror shall provide notification to the MoDOT representative within twenty-four (24) hours of discovery of the need for any major repairs. Notification shall consist of written correspondence describing the failure, the repair needed, the estimated cost of the repair, the estimated time to complete the repair, and a digital time stamped photograph of the deficient item. No major repair will be deemed accepted until inspected and approved by the MoDOT representative or designee. Major repairs may include work requests directed by MoDOT to improve or upgrade services at these facilities. All costs associated with major repair work will be the responsibility of MoDOT.

Documentation required for reimbursement of major repair costs shall include the following information in order to be eligible for reimbursement by MoDOT.

- a. Notification Documentation
- b. Digital time stamped photograph and/or actual deficient item left onsite and validated/signed off by MoDOT upon review as in fact being deficient
- c. A description of each item
- d. Any apparent cause for the failure of each item (documented by a qualified repair technician)
- e. A repair and/or replacement plan and scope, including schedule and cost
- f. Digital time stamped photograph and/or actual corrected item left onsite and validated/signed off by MoDOT upon review as in fact being corrected
- g. The final invoice for such repairs shall include detailed costs; (labor, equipment, materials, etc.); the Offeror may include a fee for directly related administrative, project management, oversight and coordination services.

- b. Unless specifically provided otherwise in writing by MoDOT, Offeror shall obtain approval of the designated MoDOT official for all promotional content, announcements, advertisements, signage, display infrastructure and related marketing materials prior to use.
- c. The primary goal of the program is to generate the highest level of annual, recurring revenue.
- d. Offeror will be compensated for its services in developing and managing the program based on a revenue sharing arrangement to be proposed by Offeror.
- e. MoDOT will receive a base guaranteed minimum annual amount from the revenues generated through the sponsorship and advertising program. In addition, MoDOT will receive a percent of all revenue above the base guaranteed minimum amount.
- f. MoDOT's share of all revenue shall be remitted to MoDOT twice a year on May 1 and November 1.
- g. MoDOT manages a dynamic traveler information website. This system provides updated traveler information including: roadway conditions, accidents, road closures, road construction and weather related events. This website/information is available for use by Offeror in the program. (<http://maps.modot.mo.gov/timi/>)
- h. The program shall not be administered in any way that imposes a fee upon visitors of the rest area to utilize any feature of the program.
- i. Forty (40) percent or more of all display areas and audible communications shall be devoted free of charge to providing information to the traveling public and public service announcements.

ii. Specific Advertising and Sponsorship Requirements:

- a. Available space for advertising will include interior and exterior building signage and other advertising areas within the facility to be recommended by Offeror. All exterior advertising must be shielded so that it is not visible from the main traveled way.
- b. Display infrastructure expectations (size, format funding, servicing, ownership, etc.) shall be included as part of the proposal. MoDOT is open to all arrangements regarding display infrastructure including but not limited to video screens, kiosks, electronic banners, and the use of wireless connectivity. Offeror shall be responsible for supplying all display infrastructure including any necessary electrical and data requirements. Offeror shall ensure all applicable permits are obtained. Offeror is responsible for all damages/repairs caused by affixing display infrastructure to a MoDOT fixed asset.
- c. MoDOT recognizes that the development and marketing of various multi-media rights is both dynamic and evolving and that opportunities may become available during the contract term that are not now being implemented. MoDOT expects that Offeror may seek other multi-media rights of MoDOT for the purposes of developing those properties or activities, as mutually agreed upon between MoDOT and Offeror.

- d. To the extent physically and technically practical, advertisement shall state that the advertisement is a paid commercial advertisement and that the state does not endorse the product or service promoted by the advertisement or make any representation about the accuracy of the advertisement or the quality or performance of the product or service promoted by the advertisement.
- e. Federal and State laws and rules regulate the use of rest area advertising. Offeror shall ensure that all signage is installed in accordance with state and federal regulations including but not limited to 23 U.S.C. 131(i), 23 C.F.R. 752.7 (c) and (d), 23 C.F.R. 752.8 (b), (2),(3),(4), and (5) .
- f. Offeror shall place sponsorship signs in accordance with Section 2H.08 of the Federal Manual of Uniform Traffic Control Devices and all other state and federal regulations. A single sign acknowledging sponsorship of the associated rest area or welcome center may be placed on the interstate in advance of each rest area entrance ramp where adequate spacing is available between the acknowledgment sign and other higher priority signs. Offeror shall obtain a permit from MoDOT before placing any signage on interstate mainline right of way. The design of sponsorship signs must be approved by MoDOT and must be consistent.
- g. Sponsorship signs may bear the name of the company or companies sharing in the cost of maintaining the rest area or welcome center. The acknowledgment shall not exceed 1/3 of the sign panel area and cannot be located at the top of the sign.
- h. Sponsorship signs cannot contain contact information, directions, slogans, telephone numbers or internet addresses.
- i. Additional sponsorship signs, for the same sponsor or additional sponsors, may be placed within the rest area, as long as these signs are not visible to interstate traffic. Information provided to the public must be aimed at travelers in the rest areas.
- j. Sponsorship signs should remain in place only for the duration of the sponsorship agreement.
- k. The Offeror shall be responsible for all expenses associated with the design, fabrication, installation and maintenance of all signage and sponsorship media; as well as the removal and disposal of such material. These costs are not included in the repair costs mentioned in Section (2).(B).18.
- l. This sponsorship and advertising program is intended for rest area, welcome center and truck parking facilities.
- m. Offeror must screen potential advertisers and sponsors for compliance with federal and state nondiscrimination laws regulations and policies. Advertisers and sponsors must comply with federal and state laws prohibiting discrimination based on race, religion, color, age, sex, national origin and other applicable laws.
- n. Advertising shall not contain obscene, pornographic, or explicit messages or images.
- o. It is the intent of the program to allow Offeror the ability to leverage any advertising and marketing activities visible by the public within or upon any interior or exterior space of a rest area or welcome center from which revenue may be generated. Such activities shall exclude the following:

1. Any state agency's proprietary media, publications, products and/or promotional material distributed or displayed at MoDOT rest areas and welcome centers unless specifically authorized by said agency.
 2. MoDOT proprietary media, publications, products and/or promotional materials unless specifically authorized by MoDOT including, but not limited to, publications; marketing promotions, electronic media utilizing MoDOT's websites and related content (including any web advertising).
- p. The offeror shall submit a base guaranteed minimum annual revenue to MoDOT for each year of the contract, including optional renewal periods, and shall also indicate a percentage of total revenue above the base guaranteed amount to MoDOT as additional revenue. The offeror shall retain the remaining revenue as compensation for its services. MoDOT's share of gross advertising and sponsorship revenue shall be remitted to MoDOT twice a year on May 1 and November 1.
- q. All sponsorship revenue shall be used only for purposes authorized by Title 23 of the United States Code (U.S.C.).

20. PERSONNEL AND STAFFING

The Offeror shall provide capable, competent, and courteous staff at all levels in order to meet the contract performance based outcomes and requirements of this RFP. Providing helpful and courteous answers to questions of visitors is a prerequisite of all Offeror employees and subcontractors. The quality and competency of the Offeror's staff are considered a direct reflection of the competency and quality of the Offeror's management and chief executives.

i. Adequate Staff

The Offeror shall adequately staff the Rest Areas to ensure that all contract performance based outcomes and requirements of this RFP are met and that the Rest Areas are open to the public to the fullest extent possible. All but one Rest Area described in this RFP shall be open to the public twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, including all holidays. The Chain of Rocks rest area is only open from 8:00 am to 5:00 pm each day. The Offeror shall also provide staff as directed by MODOT for any Rest Area facility that may be closed. The most currently available annual average daily traffic (AADT) counts by direction of travel in front of the rest areas and the estimated annual visitation information is provided within **Attachment A**. NOTE: There is no guarantee that any visitation and traffic volume numbers provided will be repeated. **The Offeror is solely responsible for providing adequate staff to ensure all performance outcomes and requirements of this RFP are achieved, and contract requirements are strictly adhered to, regardless of the peak traffic, travel, and visitation demands.** At no time shall the Offeror fail to provide adequate staff at any Rest Area

contained in this RFP unless authorized by MODOT or in accordance with the terms of this RFP.

ii. Project Manager

The Offeror's Project Manager(s) (or qualified designee(s)) shall be the lead point of contact for self policing, receipt, response and resolution of any and all contract deficiencies throughout the contract term. The Project Manager (or qualified designee) shall have full financial, administrative, and supervisory authority to correct any and all contract deficiencies in a self-policing manner and at the direction of MODOT in accordance with the response times and performance requirements contained herein. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week for immediate contact and immediate response to MODOT for all issues and concerns, which cannot be resolved by the site supervisor. If performance of the Project Manager is not satisfactory to MODOT, then the Offeror shall replace the Project Manager with a new Project Manager. Any changes to Project Manager assignment(s) must be approved by MODOT. In cases where the Project Manager may be temporarily absent, an Offeror may delegate Project Manager authority; delegation shall be to an empowered designee with equal or greater qualification. The Offeror shall maintain, and make available to MODOT, a listing of back up Project Managers. At no time shall the Offeror be without a designated Project Manager available to fulfill all duties as required. The Offeror may designate more than one backup Project Manager.

iii. Site Supervisor

There shall be a site supervisor designated by the Offeror that is responsible for ensuring that all requirements and contract performance based outcomes of this RFP are met at each Rest Area. The site supervisor may be assigned to more than one Rest Area. The Offeror shall also identify substitute or back up Site Supervisors for each Rest Area. Site supervisors must maintain a consistent daily presence on-site at the Rest Areas, and may not be assigned to more than two MODOT Rest Areas, unless expressly authorized by MODOT.

The site supervisor shall have the ability to respond and be present on-site at any Rest Area under his or her responsibility within 60 minutes of notification or direction by MODOT designated personnel. In such cases, the Site Supervisor shall remain onsite until issues or contract deficiencies are remedied unless relieved by a back up or substitute or otherwise authorized by MODOT. Any individual filling the site supervisor role is not authorized to also fill the role of an attendant concurrently.

The site supervisor shall be responsible for all aspects of the operation and maintenance of the Rest Area(s). The site supervisor(s) shall be able to be contacted by MODOT by cell phone twenty-four (24) hours a day, seven (7) days per week.

Each site supervisor(s) shall be fluent in English and shall serve as MODOT's primary point of contact for their specifically assigned Rest Area(s).

If performance of the Site Supervisor is not satisfactory to MODOT, then the Offeror shall replace the Site Supervisor with a new Site Supervisor. In cases where the Site Supervisor may be temporarily absent, an Offeror delegated authority with equal or greater qualification shall be assigned as a backup at all times. At no time shall the Offeror be without a designated Site Supervisor available to fulfill all duties as required. The Offeror may delegate more than one backup Site Supervisor.

In cases where the Site Supervisor will be temporarily absent, an empowered designee with equal or greater qualification shall be assigned. The designee shall not be a site attendant serving as both attendant and site supervisor concurrently on site. The Offeror shall notify MODOT in advance of any schedule absence, and within twenty-four (24) hours of any unscheduled absence.

Contact numbers for each site supervisor shall be provided to the designated MODOT representative. The Offeror shall provide current site supervisor contact information to MODOT at all times.

The site supervisor shall conduct weekly on-site inspections of each Rest Area, with no more than seven (7) days between inspections. The supervisor's inspections shall be documented using an inspection form approved by the MODOT program manager. A copy of the weekly inspection reports shall be on-site at the Rest Area location and shall be made available immediately upon request by MODOT personnel. A transcribed electronic copy of the weekly inspections shall also be attached to the Offeror's monthly invoice. MODOT may conduct quality control and assurance reviews of the Offeror's weekly inspection reports. If MODOT finds that the Offeror is misreporting the conditions of the Rest Area location, all aspects of the inspection report will be marked as failing, which will result in a negative impact on the Offeror's payment. If the Offeror's inspection reports are missing or lost, all aspects of the inspection or those assets that were to be included in the inspection will be marked as failing, which will result in a deduction from the Offeror's payment as a liquidated damage.

iv. Attendants

In addition to the site supervisor, the Offeror shall provide an adequate number of certified sheltered workshop attendants, with the workshop attendant supervisor, for janitorial services on site at each Rest Area from at least 8:00 AM to 5:00 PM each day that the Rest Area is open to the public; and other attendants as needed from 6:00 AM to 10:00 PM unless otherwise noted herein, to ensure that all contract performance based outcomes and requirements of this RFP are met. Alternative pricing shall be provided for attendants to work from 10:00 PM until 6:00 AM.

MoDOT will decide on a site by site basis whether or not to accept the alternative pricing and require attendants to be on site during the overnight hours.

If left un-staffed from 10:00 PM to 6:00 AM, the Offeror shall:

- a. Have the ability to respond and be present on-site at any Rest Area under its responsibility within sixty (60) minutes of notification or direction by MODOT designated personnel. In such cases, the Offeror shall remain onsite until issues or contract deficiencies are remedied.
- b. Not leave the site at night unless the Rest Area is fully compliant with all contract performance based outcomes and requirements, and supplies have been fully restocked.
- c. Ensure that the entire site is clean, restocked, and fully restored to be in compliance with all contract performance based outcomes and requirements of this RFP by 7:00 AM each day.
- d. Report any identified damage to the facilities/grounds and include actions underway to correct and restore assets to compliance with the contract performance based outcomes and requirements of this RFP.

The Offeror shall notify the designated MODOT contact immediately if the minimum staffing requirements of this contract are not met at the time such failure is apparent; notification shall include corrective action being taken by Offeror to resolve failure.

The Offeror shall maintain, and make electronically accessible, an up to date employee list to MODOT; this staff listing shall include the employee's corresponding location of assignment and title. The employee list shall be updated by the Offeror within 12 hours of any changes. The employee list shall be accessible to MODOT, twenty-four hours (24) a day, 365 days per year.

The Offeror may propose alternative schedules and staffing patterns for MODOT's contract administrator's review and consideration at any time. MODOT may approve or disapprove such proposals at its sole discretion.

v. Attire

Each employee of the Offeror while on duty at each Rest Area shall be dressed in a complete (pants and shirt and closed toe shoes) and clean uniform at all times. All uniforms and caps, if provided, must have the Offeror's company name (and logo) sewn on and a nameplate sewn to the outer garment above the left breast pocket, which shows employee's name. Jackets/rain gear, coveralls, and reflective vests provided by Offeror shall also display the logo and employee's name. All uniforms must receive prior approval from MODOT. An appropriate and professional looking temporary nameplate may be used for up to 30 days from date of the employee's assignment to site.

Offeror and sub-contractor personnel shall wear an Offeror-issued identification badge at or above waist level on the outermost garment at all times while on MoDOT's premises. The Offeror-issued identification badge must display the Offeror's company name and logo, employee name, and photograph of the employee.

Sheltered Workshop employees are to provide picture ID tags for their employees. These picture ID tags shall be worn by Sheltered Workshop employees at all times while on site. The workshop attendants shall wear a vest red in color identifying the workshop and the employee as a "Rest Area Attendant".

vi. Site Staff Knowledge, Skills, and Abilities (KSAs)

The Offeror shall provide competent staff possessing the knowledge, skills, and abilities necessary to perform all work needed to achieve the outcomes and requirements defined in this RFP. It is the Offeror's sole responsibility to provide trained staff, able both physically and cognitively, to perform the work required.

vii. Employee Conduct

The Offeror shall be responsible for the behavior of its employees in relation to the public at all times and shall take all necessary and appropriate steps to see that its employees behave in accordance with the provisions of this RFP.

All of the Offeror's work shall be accomplished in such a manner as to cause no interruption to or interfere with the traveling public. The Offeror shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and sobriety; and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

The Offeror's employees shall not: camp, park an RV or motor home, or otherwise use the site as a residence; remove any state property, equipment, monies, forms or other items from the building; engage in loud or disruptive behavior; play radios, CDs, TV's, DVD's, tape players, video or loud music; be under the influence of drugs and/or alcohol; gamble; turn off/on or use any equipment other than the Offeror's equipment or as required to perform maintenance and authorized repairs; open any desks, file cabinets, and/or storage cabinets (not belonging to the Offeror); engage in horseplay; remove any articles from desks; sleep; engage in long conversations with visitors or other individuals unless required to ensure adequate customer service; take photographs of the building and/or its contents (unless approved or needed to document work or maintenance practices); remove other Parties' disposed products, whether located in trash or other areas; use any tobacco or tobacco substitutes within fifty (50') feet of a building; engage in activity which is not in the best interest of the Offeror or MODOT; or other behavior detrimental to meeting the contract performance based outcomes and requirements of this RFP and resulting contract.

No firearms or weapons are allowed to be carried onto or stored on MoDOT property by Offeror personnel or subcontractor's personnel.

viii. Prevailing Wages

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works, as applicable, depending on the type of work being performed.
- b. If the proposal is accepted, the Offeror 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): **Statewide**. The **Annual Wage Order #18, Incremental Increase #7**, for each affected county, is attached to the RFP as **Attachment E, Prevailing Wages by County**. Pursuant to the requirements of Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Offeror shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Offeror shall forfeit a penalty to the contracting public body of \$500 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Offeror or by any subcontractor.

ix. Subcontractors

The use of sub-contractors may be permissible provided that sub-contractors submit proof that they are licensed, insured, and fully qualified to perform the work and that a detailed written subcontractor plan is included in the Offeror's proposal. Insurance coverage carried by the subcontractor shall be equal to or greater than the requirements of the State of Missouri. No portion of the work shall be subcontracted without prior written consent of the MODOT Contract Administrator.

a. Prime Contractor Responsibilities

The Offeror shall be responsible for completely supervising and directing the work under this contract to include all employees and all subcontractors that are utilized. The Offeror shall exercise the full resources, skills and attention necessary to oversee and ensure the quality of employees' and subcontractors' work. Subcontractors who perform work under this contract shall be responsible to the Offeror. The Offeror agrees to be fully responsible for the acts and omissions of its subcontractors and of persons employed by them to include the acts and omissions of the Offeror's employees.

b. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the MODOT Contract Administrator. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish MODOT the names, qualifications and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. The Offeror shall not allow a subcontractor to perform work prior to the issuance of written approval from MODOT. The only exception shall be for Emergency Repairs. The Offeror shall provide only qualified subcontractors, licensed to their trade(s) in the State of Missouri and able to fully meet all the requirements contained in this RFP. Subcontractors providing repair or maintenance on equipment shall be factory trained and licensed for their trade in the State of Missouri. All related certifications and licensures must be current. It will be MODOT's determination if a subcontractor is qualified based on performance, both current and historical, certification, conduct, insurance, resources, and licensure, and other factors. MODOT reserves the right to reject a subcontractor, or order the immediate removal of a subcontractor from the site through the Offeror or directly if need be.

21. GENERAL DOCUMENTATION, RECORD KEEPING, AND REPORTING

The Offeror shall maintain all documents required for the operation, maintenance, and overall management of the Rest Areas pursuant to this RFP for the duration of this contract and for no less than three years thereafter. All such documentation shall be made available to the MODOT Contract Administrator (and/or designees) via an organized, concise, easily interpreted, and electronic means. Payment to the Offeror will be based, in part, on meeting the requirements as described in this section.

i. Documentation of Proper Staffing

It shall be the responsibility of the Offeror to provide sufficient documentation to MODOT prior to the authorization of payment demonstrating that the staffing requirements of this contract have been met. This shall include the submission, with each monthly payment request, a complete list of the individuals who staffed each Rest Area position and the hours worked, including log in/log out times. A complete staff listing (including all subcontractors) to include the full name, Rest Area position assigned, delegated authority, and site(s) of responsibility shall be maintained at all times and shall be submitted to MODOT prior to commencing contract start up. Within 12 hours of a new hire, change of assignment, or termination, the Offeror shall submit an updated staff listing to MODOT to reflect such changes.

ii. Payroll Documentation

MODOT reserves the right to request and receive copies of any payroll records of the Offeror to ensure compliance with the requirements of this RFP. The Offeror shall have the sole responsibility for payment and tracking of all Holidays and Overtime compensation. Payroll records requested by MODOT pursuant to this section shall be provided to MoDOT within forty-eight (48) hours of the request.

iii. Repair Cost Documentation

The Offeror shall keep a repair log to include an electronic spreadsheet list which transcribes all repairs completed to date with the individual total and the cumulative total for each rest area/welcome center. The Offeror shall keep all invoices, work orders or any other documentation supporting the work performed and the cost incurred. The repair log will be submitted with the monthly summary report. Copies of invoices and other supporting documentation shall be provided to MoDOT within forty-eight (48) hours of the request.

iv. Employee Documentation On-site

The Offeror shall keep records on site of the employees working at each Rest Area, their names, training records, and the hours worked and timesheets. Such records shall be kept by the Offeror, and shall be provided to MODOT within forty-eight (48) hours of request. The Offeror shall keep these records on site for one year.

v. Warranty Information

For items furnished and installed by the Offeror, the Offeror shall fill out and submit all required warranty registration information to the manufacturer on behalf of MODOT (within 24 hour of completion of installation). A copy of the warranty registration shall be submitted to the MODOT Contract Administrator by the Offeror upon completion of installation. The Offeror shall also maintain all service call and preventative maintenance records in order to ensure that all warranties remain intact for the full warranty term as specified.

vi. Operations and Maintenance Manuals

Any existing manuals on site will be made available to the Offeror. These manuals will remain on site.

vii. General Daily Diary

Maintain a daily diary at each rest area detailing the information shown below. Furnish the original diary to MoDOT annually. The Offeror shall make the diary available to MoDOT upon request. Include as a minimum the following:

- a. Date
- b. Employee entering information
- c. Maintenance procedures performed
- d. Problems encountered and resolution
- e. Equipment malfunctions, time of malfunction and time of repair
- f. Incident occurrences of any nature
- g. Public complaints
- h. Lost and found items
- i. Employees, equipment used and hours worked
- j. Weather
- k. Visitors on official business (MoDOT, MDNR, Law Enforcement, Offeror, etc.)

viii. Monthly Summary Report

Submit a monthly summary report, on an approved format, by the 10th of each month indicating the following: the rest area, any facility malfunction, required repairs, repairs made, vandalism, complaints, incidents and other items considered significant. Include at a minimum the following:

- a. Description
- b. Date, time and location
- c. Action and time frame taken to rectify problem
- d. Subcontractors used
- e. Repair cost documentation

22. INSPECTION RESULTS AND SCORING

i. Monthly Inspections

Each rest area will be inspected and rated by MODOT a minimum of one time per month to determine the Offeror's performance and compliance with the terms and conditions of the RFP. Each rest area/welcome center will be rated on the basis of six categories, which are detailed in **Attachment F, Rest Area Inspection Form**. The scoring tabulation method is also contained within the form.

ii. Spot Check/Random Inspection

MODOT may inspect any site at any time to ensure compliance with Personnel and Staffing contract performance based outcomes and requirements contained in this RFP. Additional payment deductions may be assessed by MODOT as described in

Section (2).(B).23.ii and deducted from the Contract monthly payment. A full inspection of all assets is not required to assess these deductions.

iii. Annual Inspections

Each rest area will be inspected by MoDOT and the Offeror’s site supervisor and/or project manager on an annual basis to determine any needed capital repairs and improvements. This inspection will be performed prior to February 28 of every calendar year so that any approved project may be added to MoDOT’s capital improvement plan and budgeted for accordingly.

23. PERFORMANCE BASED PAYMENT

The Offeror shall agree and understand that meeting the performance based measures, outcomes and requirements as outlined in **Attachment G, Performance Measures**, is considered critical to MoDOT’s mission of providing a world class transportation experience that delights our customers and promotes a prosperous Missouri.

i. Monthly Inspection Results and Payment Deduction

The Offeror’s monthly payment will be based on the total monthly score (percent passing) of the inspection documented by MODOT according to those assets/items which pass or fail the performance measure outcomes and requirements contained in **Attachment G**. The Contractor will be paid based on the following resulting point system scoring as documented and calculated according to the **MODOT Rest Area Inspection Form** contained in **Attachment F**:

Score	Payment
Greater than or equal to 95%	100% of monthly payment request
Greater than or equal to 90% but less than 95%	95% of monthly payment request
Greater than or equal to 85% but less than 90%	90% of monthly payment request
Greater than or equal to 80% but less than 85%	75% of monthly payment request
Less than 80%	50% of monthly payment request

If the monthly inspection results in a score greater than or equal to 95%, then no deduction will be made for that month based on the routine monthly inspections. If the monthly inspection results in a score less than 95%, the Offeror should correct the deficiencies prior to the re-inspection. If the re-inspection results in a score over 95%, then no deductions will be made for that month based on the routine monthly inspections. If the re-inspection results in a score under 95%, then the appropriate payment deduction will be made based on the scoring chart above, using the results of the re-inspection score. MoDOT will conduct the monthly inspection more than ten (10) days before the end of the month to allow the offeror time to correct the deficiencies and provide enough time for a re-inspection.

The Offeror and MODOT agree that a rating of 80% or below for two consecutive months or a total of 3 ratings of 80% or below within a 6 month period shall represent such a significant lack of performance by the Offeror under the contract to constitute cause for MODOT to take action to terminate the contract; or at MODOT's discretion, re-procure contract duties/responsibilities, in whole or in part, to another Offeror. If any duties/responsibilities are re-procured in part, then MODOT will deduct the value of any re-procured contract duties from the Offeror's monthly fixed price for the site. Any individual rating asset or item that fails to meet the performance measures listed in **Attachment F**, or any other requirement of this RFP, for two consecutive months will result in an additional deduction in the monthly contract payment of 10 % of the full monthly contract payment for that month.

ii. Spot Check/Random Inspection/Re-inspection

MODOT may, in their sole discretion, conduct a spot check or random inspection of any site at any time to ensure compliance with any or all contract performance based outcomes and requirements contained in this RFP. If any of those contract performance based outcomes and requirements are found to be non-compliant or not in accordance with the contract, then payment deductions may be immediately assessed by MODOT and deducted from the Contract monthly payment. Such deductions are separate from and in addition to any deductions applied in accordance with paragraph i. above. A full monthly inspection is not required to assess these deductions. If during the course of a spot check or random inspection, one or more contract performance deficiencies are discovered, such deficiency will be communicated in writing to the Offeror along with a re-inspection date which corresponds to the timeliness to remedy requirements. If one or more of the contract performance deficiencies identified has not been corrected by the re-inspection date, then MODOT will document the same and deduct \$500 per contract deficient item for such re-inspection event and for each subsequent re-inspection event required until the asset or item has been corrected to the satisfaction of MODOT (in accordance with the contract performance based outcomes and requirements of this RFP).

iii. Notices of Violation for Water, Waste Treatment Systems, or Lift Stations

If a notice of violation is received from any state or federal agency for the Offeror's failure to comply with the terms of the permit or of this contract for Water, Waste Treatment or Lift Station asset, condition, or operation at a Rest Area that is determined to have been within the Offeror's control, such notices of violation will result in a 10% deduction of the full monthly contract payment for that site where the violation was assessed. If another notice of violation is received during the same contract term for a violation on the same site, a 20% deduction of the full monthly contract payment will occur. In the case of a third notice of violation on the same site during the same contract term, the Offeror and MODOT agree that a third notice of violation shall represent such a significant lack of performance by the Offeror under

the contract to constitute cause for MODOT to take action to terminate the contract. MODOT will re-procure and hire a replacement contractor to take over the operation and maintenance of the assets related to the violation and shall deduct all replacement Contractor costs from the Offerors monthly payments. In such cases, the Offeror shall remain responsible for complying with all other contract terms unless MODOT relieves the Offeror of these specific duties in writing.

- iv. The Offeror shall understand that the payment deductions described herein shall not be construed as penalties.
- v. The Offeror shall agree and understand that all assessments of payment deductions shall be in addition to, not in lieu of, the rights of the State of Missouri and MoDOT to pursue other appropriate remedies. The Offeror shall understand and agree that each payment deduction decision shall be individual, final, and without recourse. Offeror shall send applicable invoices to the following locations:

MoDOT Northwest District 3602 N. Belt Hwy. St. Joseph, MO 64506-1399	MoDOT Northeast District 1711 S. Route 61 Hannibal, MO 63401
MoDOT Kansas City District 600 NE Colbern Rd. Lee's Summit, MO 64086	MoDOT Central District 1511 Missouri Blvd. Jefferson City, MO 65102
MoDOT St. Louis District 1590 Woodlake Dr. Chesterfield, MO 63017	MoDOT Southwest District 3025 Kearney St. P.O Box 868 Springfield, MO 65801
MoDOT Southeast District 2675 N. Main St., P.O. Box 160 Sikeston, MO 63801	

24. General Work Items

i. Rest Area Closures

- a. The Offeror may close a rest area for major repairs. Notify the MoDOT contract administrator immediately of any rest areas closed because of malfunctions. If closing the entire rest area for more than one hour, install barricades across the rest area entrance ramp, as approved by MoDOT. MoDOT will place rest area closed signs on the advance notification signing of the interstate.
- b. Reopen closed rest areas as soon as possible.
- c. During the terms of this contract, rest areas may be closed due to construction of new welcome centers or for permanent closure. Payments will not be made for rest areas temporarily or permanently closed by MoDOT. If an existing rest area is closed and converted to a truck parking facility, MoDOT reserves the right to negotiate with Offeror for a new pricing schedule for the different type of facility.

ii. Rest Area Visitors

- a. Take precautions during all operations to protect the rest area visitors, including, but not limited to, the following operations: mowing, edging, trimming, painting, pesticide application, etc.
- b. Although lead based paint or other occupational hazards are not anticipated, take precautions as necessary to ensure the safety of the employees and the traveling public.
- c. Treat all rest area visitors in a proper manner and use the utmost courtesy at all times.
- d. Ensure radios or similar devices are not audible by visitors.
- e. Ensure no visitors of contract personnel, including relatives of the Offeror's employees remain in the rest areas during working hours, unless they are also employees of the Offeror.
- f. Ensure undesirable activities such as camping, vending or soliciting do not occur. Request law enforcement assistance as needed.

iii. Free Refreshments

- a. Groups and organizations are permitted to use rest areas and welcome centers to dispense coffee and other non-alcoholic refreshments for the sole purpose of encouraging motorists to take safety breaks.
- b. All activities must be confined within the rest area boundary and away from drives and ramps used for the movement of vehicles.
- c. Signing for this activity is provided by MoDOT and organization signs are limited to a small identification sign at the table or vehicle used to dispense the refreshments.
- d. Soliciting donations or contributions for any cause are not permitted.

iv. Vending

- a. No vending is allowed in rest areas except for vending machines installed by agreement or permit. By Missouri state law, **13 CSR 40**, the Department of Social Services, Division of Family Services, Rehabilitation Services for the Blind has been granted authority to govern and regulate vending in rest areas. When such authority is declined, MoDOT shall develop an agreement or issue a permit with another appropriate agency, organization or association to govern and regulate the vending.
- b. The Rest Area Publication Vending Machine Master Licensing Agreement is with the Missouri Association of Sheltered Workshop Managers, Inc. and grants them an exclusive license to use Commission furnished publication vending machines for the sale of rental space for providers of publications to the traveling public.
- c. Do not distribute, advertise or sell products or services of any kind in the rest area, unless approved.

v. Accidents, Incidents and Third Party Claims

- a. Report to MoDOT within 24 hours all accidents and incidents involving the traveling public inside the rest areas.
- b. Include the following information as a minimum
 - 1.) Date and time of the accident/incident
 - 2.) Location of the incident
 - 3.) Nature of the incident
 - 4.) Digital photographs of the accident scene and any damaged features
 - 5.) All parties involved in the incident including name, address, telephone number and their involvement
 - 6.) Responsible party and insurance information, description of vehicles involved
 - 7.) Action taken to address the incident
 - 8.) Documentation of traffic control features in place at the location
 - 9.) Weather and road conditions
 - 10.) Type of hazardous materials, if applicable
 - 11.) Number of injuries or fatalities, if applicable

vi. Pre-Existing Conditions

- a. The following projects are programmed in the MoDOT capital improvement plan to correct known deficiencies at the rest areas listed.
 - 1.) Dearborn – Renovate existing lagoon or construct city sewer connection
 - 2.) Mound City – Close rest areas and convert to truck parking facilities
 - 3.) Joplin – Close lagoon
 - 4.) Conway – Construct upgrades to sewage treatment plant
 - 5.) Halltown – Close rest areas and lagoons, convert to truck parking facilities
 - 6.) Fruitland – Construct sewer lagoon improvements
 - 7.) Concordia – Construct city sewer connection, close lagoons
 - 8.) Boonville – Close lagoon

9.) Wright City – Construct city sewer connection, close lagoons

vii. Americans With Disabilities Act

MoDOT expects to issue contracts to bring all rest areas into compliance with the Americans With Disabilities Act (ADA) during the initial contract period. Prior to these contracts being let, the Offeror shall, when making repairs, renovations or modifications to items under the ADA guidelines, conform to the 2010 ADA Standards for Accessible Design.

viii. Fire Extinguishers

The Offeror shall ensure that all fire extinguishers are operating and inspected monthly and in accordance with all relevant regulations and operators manuals. All Offeror personnel shall be trained on the use of such equipment and how to assist the public with any fire or safety related incidents.

ix. Waste Management and Disposal

The Offeror is responsible for the collection, removal and disposal of all waste, trash, debris, bio-solids, and garbage from all rest area sites. The Offeror shall ensure the disposal of all such waste, trash, debris, bio-solids, and garbage is in accordance with all applicable federal, state, and local ordinances. The details for the removal and disposal of all waste, trash, debris, bio-solids, and garbage from all rest area sites to include, but not be limited to, the hauling vendor, authorized landfill location, costs, cubic yardage of waste removed, and frequency of hauling shall be reported to MoDOT upon request.

x. Recycling

To provide an increased public awareness of the environmental benefits of recycling used containers and/or materials and to increase the understanding that we have a shared responsibility in litter prevention, the Offeror shall allow the Sheltered Workshops to provide approved recycling containers at each rest area. All recycled materials will be the property of the Sheltered Workshop. All recycled material shall be taken to a material recovery facility for processing. All costs for recycling and the transport of the recycled material will be borne by the Sheltered Workshop. All proceeds from the sale of recycled material will be the Sheltered Workshops.

xi. Offeror Cooperation

a. The Offeror recognizes that the services provided under this contract at the rest areas and welcome centers are extremely important to MoDOT and to its customers. The Offeror shall actively participate in partnering with MoDOT to discuss project goals and issues in a professional manner. Meetings may be requested by either party,

MoDOT and/or the Offeror, to discuss items such as, but not limited to, current issues and action plans for solving them, progress being made on specific projects, and to recognize successes that have been achieved.

- b. The Offeror shall offer full cooperative efforts to continue services without interruption during any periods of contract transition, whether they are necessary by contract expiration or to address non-performance. The transition or phase-in to another Offeror is expected to be completed effectively and efficiently.
 - c. The Offeror acknowledges that other entities, working in cooperation with MoDOT, provide additional services at the rest areas and welcome centers. These entities include, but may not be limited to, the Bureau of the Blind, Missouri Tourism Commission, the Sheltered Workshop Association and local tourism organizations. The Offeror shall offer full cooperative efforts with these other MoDOT partners to help them continue their services without interruption.
 - d. The Offeror acknowledges and shall cooperate with groups and organizations providing free refreshments for safety breaks inside the rest areas for the traveling public.
- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problem 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 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 (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the 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.
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 H**.

(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 I**.

(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.

check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.

- b. If a PROPOSAL 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.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the Offeror 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 Offeror, 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.

**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 three (3) years. The description should include a list of the agencies which 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 or any other state. 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:

- A. Experience, expertise and reliability; (20 points)
- B. Proposed Method of Contract Performance; (40 points)
- C. Cost, Fees, Expenses and Minimum Guaranteed Revenue (40 points)

Experience, Expertise and Reliability - Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to facility and property management, operation, maintenance and repair services. This should include additional information for each subcontractor Offeror is proposing to meet the specified requirements in this RFP. The Offeror shall identify the principal person responsible for this engagement. The Offeror shall also identify all other individuals who will be involved in this project. The qualifications of all personnel shall be included.

- (a) 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.
 - 1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
 - 2. Dates of the Contract.
 - 3. A brief, written description of the specific prior services performed and requirements thereof.
- (b) The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.
- (c) The Offeror should provide a resume, including references, detailing educational qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to these services.
- (d) If the staff is not yet hired, the Offeror should provide:

1. detailed descriptions of the required employment qualifications, and
2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

Proposed Method of Performance - Any Offeror submitting a proposal shall provide a detailed description how the Offeror will meet the requirements identified in the scope of work of this request for proposal. The Offeror shall also submit any and all additional information concerning the quality of the services **included with the proposed method of performance.**

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

Missouri Department of Transportation Rest Area, Welcome Center & Truck Parking Fee Schedule

Group	Facility	# Sites	Monthly Price	Option A*	Base Guaranteed Minimum Annual Revenue to MoDOT						
					Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Dearborn Rest Area NB	1									
	Dearborn Rest Area SB	1									
	Rock Port Welcome Center SB	1									
	Lathrop Rest Area NB	1									
	Lathrop Rest Area SB	1									
	Eagleville Welcome Center SB	1									
	Platte City Truck Parking SB	1			Initial		Renewal 1		Renewal 2		
	Mound City Truck Parking NB	1									
	Mound City Truck Parking SB	1									
	Kearney Truck Parking SB	1									
	Coffey Truck Parking NB	1									
	Coffey Truck Parking SB	1									
	Saint Joseph Truck Parking WB	1									
Total Group 1		13									

2	Joplin Welcome Center EB	1									
	Halltown Rest Area EB	1									
	Halltown Rest Area WB	1									
	Conway Welcome Center EB	1									
	Conway Welcome Center WB	1									
	Saint Clair Rest Area EB	1									
	Saint Clair Rest Area WB	1									
	Joplin Truck Parking WB	1			Initial		Renewal 1		Renewal 2		
	Strafford Truck Parking EB	1									
	Doolittle Truck Parking EB	1									
	Doolittle Truck Parking WB	1									
Total Group 2		11									

Missouri Department of Transportation Rest Area, Welcome Center & Truck Parking Fee Schedule

Group	Facility	# Sites	Monthly Price	Option A*	Base Guaranteed Minimum Annual Revenue to MoDOT						
					Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
3	Hayti Welcome Center NB	1									
	Marston Welcome Center SB	1									
	Fruitland Rest Area NB	1									
	Fruitland Rest Area SB	1									
	Bloomsdale Rest Area NB	1									
	Steele Truck Parking NB	1			Initial		Renewal 1		Renewal 2		
	Steele Truck Parking SB	1									
	Marston Truck Parking NB	1									
	Bloomsdale Truck Parking SB	1									
	Charleston Truck Parking NB	1									
Total Group 3		10									

4	Concordia Rest Area EB	1									
	Concordia Rest Area WB	1									
	Boonville Rest Area EB	1									
	Boonville Rest Area WB	1									
	Wright City Rest Area EB	1									
	Wright City Rest Area WB	1									
	Chain of Rocks WC	1									
	Odessa Truck Parking EB	1			Initial		Renewal 1		Renewal 2		
	Odessa Truck Parking WB	1									
	Mineola Truck Parking EB	1									
	Mineola Truck Parking WB	1									
Total Group 4		11									

* Option A: Provide attendants to work from 10:00 PM until 6:00 AM.

Missouri Department of Transportation Rest Area, Welcome Center & Truck Parking Fee Schedule

Group	Facility	# Sites	Monthly Price	Option A*	Base Guaranteed Minimum Annual Revenue to MoDOT						
					Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7

Percent of gross revenue above base guaranteed minimum annual revenue to MoDOT

%	Year 1	Initial	
%	Year 2		
%	Year 3		
%	Year 4	Renewal 1	
%	Year 5		
%	Year 6	Renewal 2	
%	Year 7		

Signature _____

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we

_____, as
Principal and _____, as Surety are held and 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 to the Missouri Highways and
Transportation Commission**, to be credited to the State Road Fund, the 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 _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission
for furnishing **facility and property management, operation, maintenance (including preventative
maintenance), and repair services** as set out in the proposal to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation
Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications
and the provisions of law, to the satisfaction of the 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 full
penal sum above set out, together with court costs, attorney’s fees and any other expense of recovery.

(SEAL) _____
Principal

By _____
Signature

(SEAL) _____
Surety

By _____
Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY
authorized to conduct surety business in the State of Missouri.