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REQUEST FOR PROPOSALS

**SAFETY TOE FOOTWEAR MOBILE SALES AND FITTING SERVICES
RFP 6-131223KH**

TABLE OF CONTENTS

INTRODUCTION.....3

PROPOSAL.....3

ACCEPTANCE.....3

SECTION (1): GENERAL DESCRIPTION AND BACKGROUND

(A) Request for Proposal.....4

(B) Background4

(C) Fiscal Year4

(D) Fiscal Year4

(E) Fiscal Year4

SECTION (2): SCOPE OF WORK

(A) Services.....4

(B) Specific Requirements5

(C) Minimum Product Requirements.....5

(D) Minimum Delivery Requirements5

(E) Minimum Service Requirements7

(F) Minimum Billing and Payment Requirements7

(G) Administration of Program.....8

SECTION (3): AGREEMENT REQUIREMENTS

(A) MHTC’s Representative.....9

(B) Release to Public9

(C) Assignment.....9

(D) Status as Independent Contractor.....9

(E) Components of Agreement.....9

(F) Amendments.....9

(G) MBE/WBE Participation Encouraged.....9

(H) Nondiscrimination.....10

(I) Executive Order10

(J) Incorporation of Provision Regarding Executive Order.....10

| | |
|---|----|
| (K) Non-employment of Unauthorized Aliens | 10 |
| (L) Proof of Lawful Presence For Sole Proprietorships and Partnerships..... | 11 |
| (M) Bankruptcy | 11 |
| (N) Law of Missouri to Govern | 11 |
| (O) Cancellation | 11 |
| (P) Venue..... | 12 |
| (Q) Ownership of Reports..... | 12 |
| (R) Confidentiality..... | 12 |
| (S) Nonsolicitation..... | 12 |
| (T) Conflict of Interest..... | 12 |
| (U) Maintain Papers..... | 12 |
| (V) Indemnification | 13 |
| (W) Insurance | 13 |
| SECTION (4): PROPOSAL SUBMISSION INFORMATION | |
| (A) Submission of Proposals | |
| (1) Signature..... | 13 |
| (2) Submission of All Data Required | 13 |
| (3) Public Inspection..... | 13 |
| (4) Clarification of Requirements | 14 |
| (B) Required Elements of Proposal | |
| (1) Experience | 14 |
| (2) Personnel..... | 14 |
| (3) References..... | 14 |
| (C) Evaluation Criteria and Process | |
| (1) Evaluation Factors | 14 |
| (2) Historic Information..... | 16 |
| (3) Responsibility to Submit Information..... | 16 |
| SECTION (5): EXHIBITS | |
| (A) Firm’s Prior Experience..... | 18 |
| (B) Professional and Administrative Staff..... | 19 |
| (C) Annual Worker Eligibility Verification Affidavit..... | 20 |
| (D) Applicant Affidavit for Sole-Proprietorship or Partnership | 21 |
| (E) Vendor Information & Preference Certification Form..... | 22 |
| (F) Cooperative Agreement..... | 23 |

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 (1) original and three (3) copies of each proposal must be mailed in a sealed envelope to Kristi Hixson, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered to General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri 65109 Proposals must be returned to the offices of General Services Procurement Office no later than 2:00 p.m. CDST, December 23, 2013.

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 RFP from qualified organizations to provide Statewide Safety Toe Footwear Mobile Sales and Fitting Services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** MoDOT operates under a decentralized organization with Central Office in Jefferson City. This Central Office provides staff assistance and functional control for the various departmental tasks in 7 geographical districts.
- MoDOT employs approximately 5,106 full-time employees. About 80 percent of those employees work in the 7 districts with the remainder working in the various functional units of the Central Office.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract period shall be the notice to proceed date through December 31, 2014.
- (E) **Renewals/Extensions:** The contract shall not bind, nor 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 four (4) additional one-year periods, or a portion thereof. In the event MHTC exercises its contract extension 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 or 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 or 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.

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

- (A) **Services:** The Offeror shall provide the following professional services:
Statewide Safety Toe Footwear Mobile Sales and Fitting Services.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit one (1) original and three (3) copies of a program proposal which will include the following:

1. To provide safety-toe footwear mobile sales and fitting services to specified MoDOT locations. An estimated 4,400 Department employees may be qualified to participate in the safety-toe footwear program. MoDOT employees have the option of purchasing safety-toe footwear from any qualified supplier and are not specifically required to purchase from any contract resulting from this RFP.
2. The Department reserves the right to reject any and all proposals on the basis of the inability of the Offeror to satisfactorily meet the requirements as specified.

(C) Minimum Product Requirements:

1. The Offeror shall offer both steel and nonconductive composite safety-toe footwear. Foot protection offered shall meet or exceed the American Society for Testing Materials (ASTM) F2413-11 Classification I-75 for impact and C-75 for compression resistance.
2. Offeror must offer at least one safety-toe footwear product with the following additional safety features.
 - Metatarsal guards both internal and external
 - Electrical hazard protection
 - Static dissipative footwear
 - Puncture resistance
 - Conductive footwear
3. Offeror may be required to provide representative samples of various footwear styles offered in response to this RFP.

(D) Minimum Delivery Requirements:

1. The Successful Offeror must provide a mobile sales unit to serve various locations within the following seven districts and Central Office:

| | | | |
|-------------------------------------|--------------------|--------------------|-----------------|
| Northwest District | St. Joseph, MO | St. Louis District | St. Louis, MO |
| Northeast District | Hannibal, MO | Southwest District | Springfield, MO |
| Kansas City District | Kansas City, MO | Southeast District | Sikeston, MO |
| Central District /Central Office | Jefferson City, MO | | |

2. Specific delivery locations within each district will be determined by each district safety and health manager based upon the demographics of the workforce qualifying for a safety-toe footwear allowance. Specific delivery for Central Office locations will be determined by the district safety and health manager/safety officer based upon the demographics of the workforce qualifying for a safety-toe footwear allowance. A contact list will be provided to the successful Offeror.

3. Safety-toe footwear mobile unit visits must be made to each location a minimum of two times per year. The successful Offeror must stay on site for the entire time agreed upon with the local representative. Services shall be provided between the hours of 7:30 a.m. and 4:00 p.m. Local representative will coordinate the annual schedule with the successful Offeror within two (2) weeks after award. Any changes to the agreed upon schedule must be approved by the local MoDOT representative. In the event of a roadway emergency response situation (snow, flood, etc.), MoDOT reserves the right to cancel services at any time prior to the date of service. In the event of such cancellation, the successful Offeror will be required to reschedule the cancelled visit to be performed within sixty days of said cancellation. Successful Offeror shall furnish bulletin notices for all buildings in each district or central office facility at least six weeks prior to the scheduled visit. This bulletin notice shall serve to inform employees of upcoming visits and this information shall include but not be limited to date, time and location.

4. Deliveries will not be accepted on Holidays, Saturdays or Sundays unless a mutual agreement has been reached between the successful Offeror and the appropriate MoDOT representative.

5. The following days shall be construed as official holidays under the term of the contract:

| | |
|-----------------------------|------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |

6. MoDOT anticipates awarding this contract on or near January 1, 2014. Successful Offeror shall be required to communicate with applicable District and Central Office

contacts regarding the establishment of site visits during the following year. During contract renewal, the scheduling process shall take place during the months of October and November that precede the applicable contract year. Any additional dates beyond those required in the contract or not agreed to by November 21, 2014, shall be based upon successful Offeror availability.

7. The successful Offeror shall be required to stock, or have readily accessible for delivery, sufficient quantities of shoes as to ensure prompt delivery of shoes after receipt of either a verbal or written purchase order. A verbal purchase order is defined as a verbal request, which includes the communication of a standard MoDOT purchase order number.

(E) Minimum Service Requirements:

1. Employees must have the ability to review products available for the selection of footwear type, style and fit at the MoDOT designated site.
2. Upon request by the employee, the Successful Offeror must verify shoe size and accurate fit of the footwear prior to finalization of purchase at the MoDOT designated site.
3. Styles/sizes required but not available on site at the time of visit shall be available to the employee within five (5) to ten (10) work days. Successful Offeror sales representative(s) must be trained to provide safety toe footwear related advice and recommendations based upon products available and the employee's job duties.
4. Products contracted for as a result of this solicitation shall be available for purchase through a designated distributor(s) located in the State of Missouri. In the St. Louis and Kansas City areas, an available store-front location is desired.
5. All exchanges, replacements, adjustments or concerns will be handled within five (5) to ten (10) working days by the assigned successful Offeror's representative.
6. Successful Offeror must provide a ninety (90) day unlimited warranty on the footwear. Department would consider any additional warranties a plus.

(F) Minimum Billing and Payment Requirements:

1. MoDOT is a tax-exempt entity. Successful Offeror shall handle reporting and payment of sales taxes in accordance with local, state and federal taxing laws and requirements.

2. The Department allowance for the basic footwear purchase for either internal or external metatarsal guards for each employee purchasing footwear will be paid by verbal or written purchase order.

3. Successful Offeror must provide each employee and the Department Representative with a sales ticket detailing the employee name, social security number, organizational work unit number, MoDOT Purchase Order number, style, size, price and department allowance as indicated on the written or verbal purchase order. Employees are required to sign both copies of the sales ticket at the time the shoes/boots are received.

4. Successful Offeror will provide an itemized invoice for all allowances per purchase order owed by the Department. This shall include but not be limited to employee name, last four digits of employee social security number, employee organizational work unit number, department allowance due and payable and a copy of the employee's signed purchase form. Successful Offeror must also provide a summary report of purchases with employee name, last four digits of employee social security number, organizational work unit number and item(s) purchased for auditing purposes. Original documents described above shall be submitted to the applicable District Business and Benefits unit or the Central Office Financial Service's division accounts payable section with a copy to Central Office Risk and Benefits Management division. This information shall be provided on a monthly basis.

5. Employees are responsible for any cost differences between the footwear cost and the MoDOT allowance included in the verbal or written Purchase Order. Successful Offeror must have the ability to accept an employees' personal check, cash, VISA™ and/or MasterCard™ payment. MoDOT does not guarantee validity of employee personal payments and successful Offeror should pursue collections as normal and necessary.

(G) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

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

- (A) **MHTC's Representative:** MoDOT's Risk and Benefits Management 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 Risk and Benefits Management division. 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 Risk and Benefits Management division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of

subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.

3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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/files/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

(L) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit D.

(M) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(N) Law of Missouri to Govern: The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(O) Cancellation: MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

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

(A) **Submission of Proposal**

1. **Signature:** Proposals should be signed and returned (with necessary attachments) to Kristi Hixson as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or

organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

4. **Clarification of Requirements:** : Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Kristi Hixson, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-1975 or email at Kristi.Hixson@modot.mo.gov. All written questions must be addressed to Kristi Hixson no later than **10:00 a.m., local time, December 17, 2013**. 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/Commodities.htm in the form of a written addendum. **It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.**

(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. 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. Product Requirements; (20%)
 - B. Service Requirement; (20%)
 - C. Delivery; (20%)
 - D. Billing Requirements; (25%)
 - E. Additional Information (5%)
 - F. Experience, expertise and reliability (10%).

Response Content – Offerors must provide the following information to be considered for contract award.

Product Requirements

- a. Provide a comprehensive list of the products and cost offered by your firm and how these products meet the requirements described above. Offeror may include sales literature or pictures of products available.
- b. Explain the quantity and sizes of each style and type of footwear available on the mobile unit during each site visit.
- c. Are the products offered manufactured in the United States? If not, please identify the location in which all products offered are manufactured.

Service Requirements

- a. Describe the method used to allow employees the ability to review product selection and type. (i.e. will Offerors staff assist or will employees be allowed to randomly review products available on the mobile unit.)
- b. How many sales representatives will be available during each site visit?
- c. Describe any applicable training or certification your sales representatives receive.
- d. Describe how your firm's sales representative will determine footwear needs based upon employee's job duties.
- e. Describe how your firm will supply those products not readily available on the mobile unit.
- f. List the designated distributor(s) available and their location within the State of Missouri.
- g. Describe how your firm will handle exchanges, replacement, adjustments and/or concerns.
- h. Describe any additional warranties offered by your firm.

Delivery Requirements

- a. Provide a complete description of the mobile unit used by your firm. This shall include but not be limited to occupancy limits, sizing area accommodations, inventory volume, etc. A photograph of the unit(s) to be used is desired but not required.
- b. Describe the number, types, sizes and widths of shoe/boot products available on the mobile unit.
- c. Describe the number, type and location of mobile units your firm has available to meet the needs of this RFP should your firm be selected for contract award.
- d. Describe how your firm will handle the scheduling of site visits upon contract award and for any potential renewal periods.

Billing Requirements

- a. Provide a sample employee sales ticket and describe what will be provided to the employee at the time of transaction completion.
- b. Provide a sample of the monthly invoice and summary report to be submitted to the Department for payment in accordance with this RFP.

Additional Information

- a. Provide a list of current government contracts held for the products and services described above. This shall include the entity name, contact person name and telephone number and contract execution date. The above information may be shown on the form attached as EXHIBIT A to this RFP or in a similar manner.
 - b. Describe any applicable discounts available to MoDOT employees and/or the pricing structure utilized by your firm for the products available for sale in accordance with this RFP.
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.

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

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

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT
PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name)

(Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

| Name | Title | Address | Telephone |
|-------------|--------------|----------------|------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Exhibit C

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

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

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

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

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

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

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

Notary Public

My commission expires:

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

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish **ALL** applicable information requested below

| | |
|--|---|
| Vendor Name/Mailing Address: Email Address: | Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #: |
| Printed Name of Responsible Officer or Employee: | Signature: |
| For Corporations - State in which incorporated: | For Others - State of domicile: |

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

| <u>M/WBE Name</u> | <u>Percentage of Contract</u> | <u>M/WBE Certifying Agency</u> |
|-------------------|-------------------------------|--------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish **ALL** applicable information requested below

GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

| Item (or item number) | Location Where Item is Manufactured or Produced |
|-----------------------|---|
| | |
| | |
| | |

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

Exhibit F

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer Statewide Safety Toe Footwear Mobile Sales and Fitting Services listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Statewide Safety Toe Footwear Mobile Sales and Fitting Services meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)