



Kevin L. Keith, Interm Director

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## REQUEST FOR PROPOSALS

### FREIGHT SERVICES – RFP 6-100723FR

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<b>MHTC</b> Missouri Highways and Transportation Commission	
<b>MoDOT</b> Missouri Department of Transportation	
<b>RFP</b> Request for Proposals	

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). **ONE (1) original, THREE (3) copies and ONE (1) electronic copy on CD-ROM of each proposal** must be mailed in a sealed envelope to Ms. Frankie Ryan, Missouri Department of Transportation - General Services, Post Office Box 270, Jefferson City, Missouri 65102, **or hand-delivered in a sealed envelope** to Ms. Frankie J. Ryan, Missouri Department of Transportation - General Services, 1320 Creek Trail Drive, Jefferson City, MO 65109. **Proposals must be returned to the office of Ms. Frankie J. Ryan on or before 2:00 p.m., CDST, July 23, 2010.** In the case of a discrepancy in information between the copy of the proposal on the CD ROM and the original proposal, the original, signed proposal will prevail.

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

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGES** 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.

Firm Name: \_\_\_\_\_

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 Freight Services to MHTC and the Missouri Department of Transportation (**MoDOT**). Proposals are being solicited from firms who have experience in providing this type of service on behalf of an organization such as MoDOT. Details of the scope of work, proposal format and Offeror selection process are contained in this announcement.

(B) **Background:** As MoDOT strives to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri, it must look for innovative and cost effective ways to provide safe, uninterrupted traffic flow on Missouri's transportation system. In order to achieve this goal, MoDOT must have a reliable transportation service for our freight products.

MoDOT does not maintain precise freight transportation usage data in weight or cubic feet; however, the following general information is available. This information is not a guarantee of the type and amounts of shipping to be required by MoDOT, it is only an estimate for purposes of this RFP. Each of the three (3) Central Locations (see below) are in Jefferson City, MO.

- **General Services (GS) Distribution Center (DC):** The GS DC ships approximately 10 to 15 skids per week. The standard pick-up day for outbound freight from the GS DC is Thursday of each week, for shipping to locations noted on Attachment A. However, MoDOT reserves the right to change the pick-up day on an as needed basis.
- **Sign Shop:** The Sign Shop ships containers and packaged signs, varying in weight and length up to 36' long. **Majority of shipping events are round trips and cost would be full loads doing round trips to two (2) or more destinations.** However, MoDOT reserves the right to ship less than truck load shipments from the Sign Shop on an as needed basis.
- **Materials Lab:** The Materials Lab receives (in-bound) an average of 2-3 standard pallets of materials samples every other business day, shipped from locations noted on Attachment A.

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

(D) **Contract Period:** It is the intent of MoDOT to award the contract(s) for an initial period beginning September 1, 2010, or notice to proceed (whichever is later), through August 31, 2011. Further, MoDOT reserves the right to renew the contract(s) for four (4) additional one (1) year periods, or any portion thereof, at the sole discretion of MoDOT.

(E) **Schedule of Events.** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified in the table, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time or Central Daylight Savings 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.

## SCHEDULE OF EVENTS

Request for Proposal Issued	Friday, June 25, 2010
<b>Deadline for Vendor's Written Questions</b>	<b>Friday, July 9, 2010</b>
MoDOT to Issue Responses to Written Questions	Tuesday, July 13, 2010, on or before 4:00 p.m., CST
<b>RFP Submission Deadline</b>	<b>Friday, July 23, 2010, on or before 2:00 p.m., CDST</b>
Start Review of all Responsive Proposals	Monday, July 26, 2010
Contract Effective Date	September 1, 2010, or notice to proceed (whichever is later)

### SECTION (2): SCOPE OF WORK

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

Freight pick up and delivery service to and from three (3) locations within Jefferson City and ten (10) locations throughout the State of Missouri. Refer to Attachment A for a listing of locations. Shipping information and requirements for the three (3) Central Office Locations are listed separately: 1) General Services Distribution Center (GS DC), 2) Sign Shop and 3) Materials Lab. Each section has unique needs and freight classifications.

MHTC reserves the right to offer multiple awards for this RFP. MoDOT and Offeror shall develop all necessary contractual agreements prior to services being provided by the contractor. MoDOT reserves the right to terminate any award if agreement is not reached between MoDOT and the Offeror, and an agreement is not executed, within a reasonable time frame.

(B) **Specific Requirements:** The Offeror will provide to General Services - Procurement the number and type of proposals noted in the "Introduction" which will include the following contractual requirements:

- (1) The Offeror (**hereinafter referred to as "Carrier"**) must provide freight transportation services for the Missouri Department of Transportation (**hereinafter referred to as "MoDOT"**) in accordance with the provisions and requirements stated herein.
- (2) Daily freight pick up service must be available on call as the need arises, for the three (3) Central Office Locations noted herein. This could be a three (3) to six (6) hour notification.
- (3) The Carrier must be able to provide trucks available statewide to haul freight.
- (4) The Carrier must have commercial nationwide freight transportation service available. The Carrier must be able to provide this service with limited advance notification.
- (5) The Carrier must obtain all permits and make all necessary special arrangements.
- (6) The Carrier must provide transportation services to and from the three (3) Central Office Locations in Jefferson City, Missouri and the statewide locations, which are specifically identified in Attachment A.

- (7) The statewide locations routinely return shipments to the three (3) Central Office Locations in Jefferson City.
- (8) The Carrier must provide tailgate delivery service. The Carrier and MoDOT employees cooperation is expected to ensure optimal delivery efficiency. Most freight will be delivered to standard freight docks; however, some freight will be delivered to the ground with the use of MoDOT material handling equipment.
- (9) The Carrier must provide all MoDOT shipping offices with required preprinted and addressed bill of lading/shipping manifest forms.
- (10) **The Carrier's invoice must be itemized and accurately relate to the bill of lading/shipping manifest. The bill of lading/shipping manifest must include any and all allowable fees/surcharges.** Section 5, Price Page, page 5 of 5, contains a list of the allowable surcharges. Please submit this form to document the Carrier's fees and surcharges. The fee/surcharge amounts must be reasonable and customary for the freight shipping industry. Carrier must indicate on Pricing Page, page 5 of 5 (using additional sheets as necessary), the cost for each of the allowable fees/surcharges and submit with his/her proposal.
  - a. **Carrier must also provide a fuel surcharge list with his/her proposal. If the Carrier does not provide a dollar amount for each allowable fee/surcharge, MoDOT will assume those fees/surcharges will not be charged.**
- (11) Any and all allowable fees and surcharges **must be included in calculating each Pricing Page and Pricing Example submitted for this RFP.** These fees/surcharges will remain in effect throughout the contract period in order to receive payment for services. **If a fee or surcharge is not included on the Section 5, Price Page, page 5 of 5, MoDOT will not process the expense for payment.**
- (12) The Carrier must meet pick up timing requirements. Unless otherwise noted in the RFP documents, daily loading and unloading will be accomplished between 7:30 a.m. and 3:00 p.m., local time. Freight service will not be on weekends and Missouri State Holidays, unless approved by MoDOT in advance.

The following days shall be construed as official Missouri State Holidays under the terms of the contract:

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

(12) Damaged or Lost Shipment

The Carrier accepts all responsibility for shipments beginning at the point and time of pick up until the shipment has reached and been inspected at the destination. Shipments and

items must reach the destination in the same condition as when the packages left the beginning location.

MoDOT has up to sixty (60) calendar days to file a claim for shipment damaged that was caused by the Carrier during the delivery of the shipment. It must be evident and documented the damage was caused by the Carrier. When it is determined the damage was caused by the Carrier, the Carrier must reimburse MoDOT the entire cost of the items damaged (including shipping costs of the items). The Carrier has thirty (30) calendar days from when the damage has been determined to be the fault of the Carrier to reimburse MoDOT for the damaged item(s).

**MoDOT must notify the Carrier immediately upon realization of a lost shipment.**

Since the Carrier accepts all responsibility for the shipment throughout the delivery process, if a shipment is lost, the Carrier is accountable for the entire cost (cost determined by MoDOT) of the lost freight. The Carrier has thirty (30) calendar days to locate and deliver the missing shipment, or to reimburse MoDOT the total cost of the shipment. At any time, MoDOT reserves the right to modify the length of time to recover lost or damaged freight and/or costs caused by the Carrier.

(13) Performance Requirements:

**GS DISTRIBUTION CENTER SHIPPING – FAK Class 55**

- (a) The Carrier must pick up the GS Distribution Center freight from **830 MoDOT Drive, Dock AA**, Jefferson City, Missouri. Upon MoDOT request return shipments must be picked up at the locations listed on Attachment A.
- (b) Freight **must be delivered to its destination within two (2) workdays** after pick up. Standard shipping day for outbound freight from the GS DC is Thursday of each week. While Thursdays are the standard shipping day, MoDOT reserves the right to change this day on an as needed basis.
- (c) GS DC freight will be palletized, containerized or bundled.
- (d) All pallets, containers and bundles shall be labeled and manifested by MoDOT Distribution Center personnel.

**SIGN SHOP SHIPPING – FAK Class 55**

- (a) The Carrier must pick up stock from 754 MoDOT Drive, Jefferson City, Missouri.
- (b) The Carrier must provide return service of the MoDOT shipping containers and/or carts from the locations noted in Attachment A. The Sign Shop routinely has returning shipments to the Jefferson City Sign Shop location from those locations listed in Attachment A. These routine shipments typically consist of empty shipping containers, returned signs and shipping carts.
- (c) The Carrier may need to drop a shipping trailer off to the identified location and leave it for several hours so loading can take place. The Carrier will then be required to pick up the loaded trailer for delivery service to the location(s) indicated. The Carrier may need to off load and re-load freight at several stops prior to returning to the Jefferson City Sign Shop.
- (d) Statewide freight must be delivered to its destination within three (3) workdays after pick up.
- (e) The Sign Shop freight will be palletized, containerized or bundled.

- (f) All pallets, containers and bundles shall be labeled and manifested by MoDOT personnel.
- (g) Pick ups in Jefferson City, MO, will be made during the normal working hours, 6:00 a.m. through 4:30 p.m., Monday through Thursday, local time. Deliveries will also be made during the normal working hours for each location listed in Attachment A.
- (h) Usually flat bed trailers and box trucks are needed for these freight deliveries.

**MATERIALS LAB SHIPPING – FAK Class 55**

- (a) The Carrier must pick up and transport Materials Lab freight both to and from the locations noted in Attachment A. The Materials Lab anticipates mostly utilizing inbound freight services for deliveries from the locations listed on Attachment A.
- (b) Inbound freight must be delivered to the Materials Lab within two (2) workdays after pick up from locations listed in Attachment A.
- (c) The Materials Lab desires inbound freight to be delivered by 11:00 a.m., local time, each workday. For any workday the Carrier cannot make this delivery time, he/she will be required to notify the Materials Lab prior to 11:00 a.m. to arrange a delivery time for that shipment.
- (d) Outbound freight services may be requested by the Materials Lab on an as needed basis. The outbound freight, when requested, may be delivered to locations statewide or nationwide.
- (e) All pallets, containers and bundles shall be labeled and manifested by MoDOT personnel. Carrier may verify larger pallets of material when the weight has been estimated, but cannot charge MoDOT in excess of the allowable re-weigh fee provided by the Carrier in response to this RFP.
- (f) When possible the Carrier should accommodate the samples shipped to the Materials Lab being placed on the back of the freight truck, as to get the samples to the Materials Lab as fast as possible.

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

**SECTION (3):  
AGREEMENT REQUIREMENTS**

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

**(A) MHTC's Representative:** MoDOT's General Services Procurement Manager 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 warehouses and shipping locations. 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 warehouses and shipping locations throughout the effective period of the Agreement.

- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offeror. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
  2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

**(J) Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**(K) Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Attachment D.

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

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

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

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

(W) **Insurance:**

1. Prior to contract signing, the Offeror will be asked to provide certificates of insurance which meet, or exceed, the following coverages:
  - a. General Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
  - b. Automobile Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
  - c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

**Cargo Insurance:** In addition to the above listed insurance, the Offeror shall provide a certificate of insurance for Cargo Insurance in the minimum values of \$100,000 for the Materials Lab, \$100,000 for the Distribution Center and \$250,000 for the Sign Shop.

**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. Frankie Ryan as provided in this RFP. **Specifically, any form containing a signature line in this RFP and any pricing pages, etc., must be manually signed and returned as part of the proposal.** Amendments issued as part of this RFP should also be signed and submitted as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data may be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised *that all proposals and the information contained in or related thereto shall be open to public inspection* and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions *must be submitted in writing to* Ms. Frankie Ryan, Missouri Department of Transportation - General Services, Post Office Box 270, Jefferson City, Missouri 65102, telephone: 573-522-9481, fax 573-526-1218, or email: [Frankie.Ryan@modot.mo.gov](mailto:Frankie.Ryan@modot.mo.gov).
5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding this RFP or proposal requirements must be submitted **in writing by the date and time outlined in the Schedule of Events.** These must be

submitted by facsimile transmission (fax), electronic mail (Email), or in writing to Ms. Frankie Ryan at the address or contact information listed herein. The MHTC reserves the right to disregard any questions regarding the RFP after the due date for Written Questions.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Experience, Expertise, Personnel and Reliability.** Please provide the following information. **Please utilize Attachment B of this RFP.** You may also use additional pages if you need them to detail your experience.

- Name, location, telephone number, fax number and email address of the primary contact person for the Offeror.
- Include a list of proposed subcontractors Offeror intends to utilize.
- Information highlighting the previous experience of the Offeror, as well as any work with other state agencies or local governments in Missouri, for services that are similar or the same as the requirements of this RFP.
- Information related to previous and current services/contracts performed by the Offeror's organization during the past three (3) years for services that are similar or the same as the requirements of this RFP.
  - Provide name, address and telephone number of clients/contracting agencies and a representative of that client/agency who may be contacted for verification of all information submitted.
  - Dates of service and type of contract.
  - A brief, written description of the specific prior services performed and requirements thereof.
- Length of time the Offeror has been in the same business or similar business. (If there was a previous business, please list the type and duration). Include a list of proposed subcontractors Offeror intends to utilize.
- Historical information related to the past performance of your business organization.

2. **Proposed Method of Performance.** Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work.

The language of the narrative should be straightforward and limited to facts, solutions to problems and plans of proposed action. **Please utilize Attachment C or a document with the same information.** If you need additional room, you may attach more information. Please include the following information:

1. Information containing number and type of trucks owned and operated by the Carrier should be listed. Provide a list identifying your company's motor freight assets such as type and quantity of equipment and terminal warehouse infrastructure.
2. Describe the process in which the **two (2) work day and three (3) work day** delivery is to be accomplished successfully to the specified locations in Attachment A.
3. Describe the process of how your business organization is going to meet the pick

up and delivery requirements for the GS DC, Materials Lab, Sign Shop and each location in Attachment A.

4. Describe the process your organization is going to utilize for accurately billing MoDOT and matching the invoice to the bill of lading/manifest **and provide an example with your proposal**. Please explain how MoDOT will be made aware of any allowable fees/surcharges for items on the bill.
  - a. **NOTE ON FEES/SURCHARGES**: Make sure to include all allowable fees/surcharges on the bill of lading/manifest example submitted as part of the proposal. These allowable surcharges must reflect the surcharge amounts submitted by the Offeror in response to this RFP (please refer to Section 2, B. 10 of this RFP).
5. Information on the number and type of claims submitted to your firm for damages/lost shipments in the past twelve (12) months of your operations.
6. Outline the custom reports available from your firm.
7. Provide documentation of your firm's safety rating and your source for this information.
8. Provide information on Internet tracking of freight shipments available to MoDOT.
9. Provide information on your firm's driver training program.
10. Provide information on your firm's electronic data interchange (EDI) capabilities for tracking billing or invoicing.

3. **Cost, Fees and Expenses**. The objective of cost shall be conducted based upon a total amount cost taken into consideration the following information. Each Central Office Location will be calculated separately. Utilizing the total cost determined as noted on the pricing page for each of the three central Jefferson City, MO, locations, cost points will be determined using a scale of twenty (20) points and the following formula:

**Calculation for GS DC**: The Grand Total dollar amount will be used as follows:

$$\frac{\text{Lowest Responsive Grand Total}}{\text{Compared Grand Total}} \times 20 = \text{Cost Points}$$

**Calculation for Sign Shop**: The Grand Total of the *two examples* will be used as follows:

$$\frac{\text{Lowest Responsive Grand Total}}{\text{Compared Grand Total}} \times 20 = \text{Cost Points}$$

**Calculation for Materials Lab**: The Grand Total dollar amount will be used as follows:

$$\frac{\text{Lowest Responsive Grand Total}}{\text{Compared Grand Total}} \times 20 = \text{Cost Points}$$

Determination of cost points shall be computed using the above objective formula. Information provided in "**Section (5), Pricing Pages**", shall be submitted by the Offeror and shall be based on the pricing submitted in the Offeror's proposal. If any allowable fees/surcharges are to be utilized by your firm, submit Pricing Page 5 of 5 "Allowable Fees and Surcharges" with your proposal.

4. **Resolutions**. Briefly explain how:
  - Your organization will handle lost, damaged or late freight shipments. MoDOT fully expects the shipments to arrive to its destination in the same condition as the shipment left the first point of contact.

- If there is a situation where the shipment was lost, damaged or late, how is your organization going to resolve the situation?
5. **References.** Proposals should include the name, title and telephone number of at least three (3) references from clients for which the Offeror provided the same or similar services as noted herein, within the past three (3) years.
  6. **Preparation of Proposals - Clarity and Quality:** Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. **For ease of review, the proposals should follow the outlines shown in this Request for Proposal.**

**(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, personnel and reliability	<b>30 points</b>
B. Proposed Method of Performance	<b>30 points</b>
C. Cost, Fees and Expenses	<b>20 points</b>
D. Resolutions	<b>10 points</b>
E. References	<b>5 points</b>
F. Preparation of Proposals, Overall Clarity and Quality	<b>5 points</b>
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. **Pricing:** The Offeror must submit the attached pricing pages as outlined herein, for which locations the Offeror intends to provide his/her services. The pricing pages must be completed, signed and returned with the Offeror's proposal.
2. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined on **Section (5), Price Pages**, for which locations the Offeror intends to provide his/her services that must be completed, signed and returned with the Offeror's proposal. Information on this form will be used in part to determine the cost points for the Offeror.
3. **Renewal Information**  
 The MHTC reserves the right to renew the contract for four (4) additional one-year periods pursuant to the applicable provisions outlined in this document. In the event that MHTC exercises its options to renew, the Offeror shall provide on each Pricing Page the maximum percentage of increase for each renewal period. The Offeror is cautioned that the percentages shall be computed against the **CURRENT** contract prices during renewal periods. Furthermore, the Offeror is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**SECTION (5)**

**PRICING PAGE: 1 of 5 – GENERAL SERVICE DISTRIBUTION CENTER**

The Offeror must provide pricing as noted below, then sign where indicated and return with the other required documentation:

1. Indicate in the below table the freight fee for providing services in accordance with the provisions and requirements stated herein for the Distribution Center. If a price is left blank, **MoDOT will assume the charge for that weight/location to be \$0.0 (zero dollars)**. The below pricing listed in the table, for a given weight class, will be for *the weight of the freight only*.
2. Complete the “Shipping Cost Example” noted below. Use the pricing you submitted for this RFP. If necessary, use additional sheets to complete the example.
3. If Carrier is going to charge a fuel surcharge, **the fuel surcharge must be based upon a per gallon cost of \$2.55 (this price is for evaluation purposes only)** and in accordance with the information you provided on your fuel surcharge list to be submitted with your proposal. Also, you must utilize all of the information below, you may not change the class of shipping, etc. or your entire proposal may be considered non-responsive

**RENEWAL INFORMATION:** If any are left blank the MHTC will assume the cost increase for that particular renewal period will be \$0.0 (zero dollars).

1<sup>st</sup> Renewal Period: \_\_\_\_\_ %  
**maximum increase**  
3<sup>rd</sup> Renewal Period: \_\_\_\_\_ %  
**maximum increase**

2<sup>nd</sup> Renewal Period: \_\_\_\_\_ %  
**maximum increase**  
4<sup>th</sup> Renewal Period: \_\_\_\_\_ %  
**maximum increase**

GENERAL SERVICES DISTRIBUTION CENTER – FAK Class 55								
<i>Provide freight charges with the discount already applied. Please indicate your discount as noted below.</i>								
Proposed Percentage Discount _____ %	Minimum Charge	< 250 LB	250 LB	500 LB	1,000 LB	1,500 LB	2,000 LB	TOTAL FEES
St. Joseph, 64502								\$
Macon, 63552								\$
Hannibal, 63401								\$
Lee's Summit, 65102								\$
Ballwin, 63017								\$
Joplin, 64802								\$
Springfield, 65801								\$
Willow Springs, 65793								\$
Sikeston, 63801								\$
<b>GRAND TOTAL (sum of the total fees for the nine (9) locations)</b>								\$

**EXAMPLE:**

<p><b>Description - Paper Shipment</b></p> <p><u>Weight</u> – 2,000 lbs</p> <p><u>Class</u> – 55</p> <p><u>Shipping from:</u> GS DC, Jefferson City, MO</p> <p><u>Shipping to:</u> Hannibal, MO</p>	<p>Total Cost for Shipment: \$ _____</p> <p>Breakdown of Price (list name fee/charge):</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>
---	--

Offeror’s Business Name \_\_\_\_\_

Date \_\_\_\_\_

Printed Name and Signature \_\_\_\_\_

SECTION (5): PRICING PAGE: 2 of 5

**SIGN SHOP**

**PRICING EXAMPLE PAGE 1 OF 2**

The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein for the Sign Shop. Complete the two (2) "Shipping Cost Examples" noted on these 2 pricing pages for the Sign Shop. Use the pricing you submitted for this RFP. **On the second pricing page provide** the firm, fixed price per mile, sign where indicated and return with all other required documentation.

**FUEL SURCHARGE:** If your organization is going to charge a fuel surcharge for these examples, **the fuel surcharge must be based upon a per gallon cost of \$2.49 (this price is for evaluation purposes only)** and in accordance with the fuel surplus list you provided with your proposal. Also, you must utilize all of the information below, you may not change the class of shipping, fees/surcharges, etc., or your entire proposal may be considered non-responsive

**RENEWAL INFORMATION:** If any are left blank the MHTC will assume the cost increase for that particular renewal period will be \$0.0 (zero dollars).

<u>1<sup>st</sup> Renewal Period:</u> maximum increase	_____ %	<u>2<sup>nd</sup> Renewal Period:</u> maximum increase	_____ %
<u>3<sup>rd</sup> Renewal Period:</u> maximum increase	_____ %	<u>4<sup>th</sup> Renewal Period:</u> maximum increase	_____ %

**SIGN SHOP EXAMPLES FOR PRICE COMPARISON**

**NOTE:** Only the fees/surcharges listed below can be used in these examples, even if the Carrier normally has additional fees/surcharges other than those listed. The fees/surcharges must be in the same amount as those submitted with the RFP Pricing Page 5 of 5 "Allowable Fees and Surcharges". This limitation is for evaluation purposes only.

**ALLOWABLE FEES/SURCHARGES FOR THE 2 EXAMPLES:** Initial Stop Charge, Additional Stop Charges, Prison Delivery Charge (only for 2<sup>nd</sup> example) , Layover Charge for Prison Delivery (only for 2<sup>nd</sup> example) and Fuel Surcharge.

**SHIPPING COST EXAMPLE 1:** (based on similar activities for prior shipments)

<p><b>Description:</b> Signs sent to St. Joseph, Macon and Lee’s Summit, then have the shipping containers returned to Jefferson City within 7 calendar days</p> <p>FTL – 3, 24-ft. bundles of structural panels (one to each of the above locations) and 6 crates, 48” x 48” size (2 crates to each of the above locations)</p> <p>Class – 55</p> <p>Shipping from: Sign Shop, Jefferson City, MO</p> <p>Shipping to: St. Joseph, Macon and Lee’s Summit</p>	<p><b>Pricing Details:</b></p> <p>Price per mile: \$ _____</p> <p>Total Mileage Charge \$ _____</p> <p><i>Breakdown of Allowable Fees/Surcharges:</i></p> <p>Initial Stop Charge: \$ _____</p> <p>Additional Stop Charges: \$ _____</p> <p>Return Fees: \$ _____</p> <p>(use extra page if necessary to show all costs calculations; submit copy of fuel surcharge list)</p> <p><b>TOTAL SHIPPING COST:</b> \$ _____</p>
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**SECTION (5):  
PRICING PAGE: 3 of 5**

**SIGN SHOP**

**PRICING EXAMPLE PAGE 2 OF 2**

**SHIPPING COST EXAMPLE 2: (based on similar activities for prior shipments)**

<p><b>Description:</b> Signs sent from Sign Shop on the following route:</p> <p><u>District 9</u> (off load new signs and load reclaim signs) 1 bundle of structural, 15' long, and 2 crates of signs, to Willow Springs MO.</p> <p><u>District 10:</u> 1 bundle of structural, 15' long, 1 A frame of signs, 1 Pallet of structural 6' long and 2 crates of signs to Sikeston MO</p> <p style="padding-left: 20px;">(Off load reclaim signs and new signs. Then load reclaim signs back on the truck with additional reclaim signs.)</p> <p><u>District 6:</u> 4 crates of signs and 1 A Frame of signs to Town and Country MO</p> <p style="padding-left: 20px;">(Off load reclaim signs and new signs. Then load reclaim signs back on the truck with additional reclaim signs.)</p> <p><b>NOTES:</b> Each location will be loading some empty crates for return delivery to the Sign Shop and pallets of reclaim signs to be delivered to Moberly Prison for reclamation the next day.</p> <p>Each location will have about a 90 minute stop for off load and reload.</p>	<p><b><u>Pricing Details</u></b></p> <p>Price Per Mile: \$ _____</p> <p>Total Mileage Charge: \$ _____</p> <p style="text-align: center;"><i>Breakdown of Allowable Fees/Surcharges</i></p> <p><u>Initial Stop Charge:</u> \$ _____</p> <p><u>Additional Stop Charges:</u> \$ _____</p> <p><u>Prison Delivery Charge:</u> \$ _____</p> <p><u>Layover Charge for Prison Delivery:</u> \$ _____</p> <p><u>Return Fees:</u> \$ _____</p> <p>(use extra page if necessary to show all costs calculations; submit copy of fuel surcharge list)</p> <p><b>TOTAL SHIPPING COST: \$ _____</b></p>
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**GRAND TOTAL FOR BOTH SHIPPING COST EXAMPLES: \$ \_\_\_\_\_**

**Firm Fixed Price Per Mile (to be in effect during the original contract period):** \$ \_\_\_\_\_

\_\_\_\_\_  
Offeror's Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Signature



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

**ALLOWABLE FEES AND SURCHARGES**

Please sign where indicated below and return with all other required documentation. If no price is indicated MoDOT will assume the cost for that particular surcharge/fee will be \$0.0 (zero dollars). Offeror may use additional sheets to provide this information if necessary.

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

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

<b><u>ITEM</u></b>	<b><u>AMOUNT</u></b>
Stop charge (initial stop)	_____
Stop charge (additional stops)	_____
Hazardous materials (provide a flat fee) (Calculations for other than a flat fee will not be acceptable)	_____
Lift gate fees	_____
Re-weighing charges	_____
Prison Delivery Charge	_____
Layover Charge for Prison Delivery	_____
Detention fees for any time over 2 hours	_____
Fee for scale tickets	_____
Re-delivery charges	_____
Cancellation charge after driver has been dispatched	_____
Back Haul Charge	_____
Fees for oversized freight (Provide minimum fee for evaluation and submit a list of other amounts, as applicable)	_____
Other Fees/Surcharges: (description & cost)	_____
Other Fees/Surcharges: (description & cost)	_____
Other Fees/Surcharges: (description & cost)	_____

\_\_\_\_\_  
Offeror's Business Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Signature

**ATTACHMENT A**  
**WAREHOUSE & SHIPPING LOCATIONS**

**CENTRAL OFFICE LOCATIONS**

<b><u>GS Distribution Center</u></b>	<b><u>Sign Shop</u></b>	<b><u>Materials Lab</u></b>
830 MoDOT Drive, Dock AA; Jefferson City, MO	754 MoDOT Drive Jefferson City, MO	1617 Missouri Blvd Jefferson City, MO

**SHIPPING AREAS FOR GS DISTRIBUTION CENTER**  
*Out-Bound From Jefferson City to the Following Locations*

<u>District</u>	<u>Street Address</u>	<u>City/Zip</u>	<u>Miles (1 way)</u>
1	3602 North Belt Highway	St. Joseph, MO 64507	217
2	902 North Missouri Street	Macon, MO 63552	89
3	1711 South Highway 61	Hannibal, MO 63401	121
4	600 Northeast Colbern Road	Lee's Summit, MO 64064	128
6	2309 Barrett Station Road	Ballwin, MO 63021	121
7	3901 East 32nd Street	Joplin, MO 64802	205
8	3025 East Kearney	Springfield, MO 65803	133
9	910 Springfield Road	Willow Springs, MO 65793	139
10	2675 North Main Street	Sikeston, MO 63801	262

**SHIPPING AREAS FOR SIGN SHOP**  
*Jefferson City Out-Bound and In-Bound to and from the Following Locations*

<u>District</u>	<u>Street Address</u>	<u>City/Zip</u>	<u>Miles (1 way)</u>
1	4718 South 169 Hwy	St. Joseph, MO 64507	191
2	902 North Missouri	Macon, MO 63552	90
3	1711 E Hwy 61 South	Hannibal, MO 63401	104
4	3050 NE Independence Ave.	Lee's Summit, MO 64064	139
6	12001 North Forty	Town And County, MO 63141	120
7	3901 East 32nd St.	Joplin, MO 64802	202
8	3025 East Kerney	Springfield, MO 65803	137
9	3956 East Main	Willow Springs, MO 65793	140
10	111 Edwards Ave	Sikeston, MO 63801	248
Moberly Correctional Center	5201 S. Morley	Moberly, MO 65270	66

**SHIPPING AREAS FOR MATERIALS LAB**  
*In-Bound to Jefferson City From the Following Locations*

<u>District</u>	<u>Street Address</u>	<u>City/Zip</u>	<u>Miles (1 way)</u>
1	3602 North Belt Highway	St. Joseph, MO 64507	217
2	902 North Missouri Street	Macon, MO 63552	89
3	1711 South Highway 61	Hannibal, MO 63401	121
4	600 Northeast Colbern Road	Lee's Summit, MO 64064	128
6	1590 Woodlake Drive	Chesterfield, MO 63017	116
7	3901 East 32nd Street	Joplin, MO 64802	205
8	3025 East Kearney	Springfield, MO 65803	133
9	910 Springfield Road	Willow Springs, MO 65793	139
10	2675 North Main Street	Sikeston, MO 63801	262

**ATTACHMENT B**

***Offeror's Experience, Expertise and Reliability***

(Please duplicate this Attachment as needed).

OFFEROR'S COMPANY NAME: \_\_\_\_\_

*Prior Services:*

Prior Services Performed for and Dates of Service: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Description of Prior Services Performed:

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

*Offeror Company Information:*

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

Length of Time Offeror has been in the same business or similar business:

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

Historical information related to past performance of your business:

\_\_\_\_\_

**ATTACHMENT C**

***Proposed Method of Performance***

(Please duplicate this Attachment as needed)

Offeror's Company Name: \_\_\_\_\_

List the number and types of trucks your company has available: \_\_\_\_\_

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Describe the process in which the two (2) work day and three (3) work day delivery are to be accomplished to all locations specified on Attachment A:

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Locations and number of terminals in Missouri:

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Explain your billing, invoicing and shipping manifest process: \_\_\_\_\_

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Describe your company's motor freight assets such as type and quantity of equipment and terminal warehouse infrastructure: \_\_\_\_\_

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**ATTENTION FREIGHT BROKERS:** While the majority of freight for all locations will be intrastate, there may be occasions for interstate freight shipments. **PLEASE PROVIDE TWO (2) LISTS:** one (1) list for the companies that you will be utilizing to provide **in-state freight services** and one (1) list of the companies you will be utilizing to provide **interstate freight services**.

Describe number of claims, custom reports availability, safety rating, Internet tracking capabilities, training of drivers, EDI capability and state coverage:

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**ATTACHMENT D: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

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

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
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  
title business name  
duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

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

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

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

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

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

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]*

**ATTACHMENT E: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

My commission expires:

## ATTACHMENT F

### QUESTIONS AND ANSWERS FROM PRIOR RFP 6-100318FR

**Question:** Our company doesn't do FAK's for "Less than Truck Load" (LTL) shipments, and I noticed that you ship your LTL at FAK class 55. Could I still submit pricing for this RFP for truckload shipments and any non-LTL moves?

**Answer:** No. Offerors must submit all pricing as noted in the RFP. There are no provisions to only submit pricing on non-LTL and/or full truck loads only.

**Question:** Is all of the freight you ship considered non-hazardous, or will there a chance that some freight could be haz-mat?

**Answer:** The General Services Distribution Center and Materials Lab ships hazardous materials. The Sign Shop has not shipped any hazardous materials during the current contract, but may do so in the future.

**Question:** Does this bid apply to intra-Missouri freight only? Or will there be opportunities for hauling shipments of product from other states to your MODOT locations, for product you purchase out of state and things like that?

**Answer:** The Materials Lab does some out of state shipping. It mainly consists of laboratory testing equipment of various sizes and weights. The General Services Distribution Center and Sign Shop have not shipped any freight out of state during the current contract. While they do not anticipate doing so in the future, they would make special arrangement with the freight provider should this need arise.

**Question:** Does each MODOT location and district warehouse location have a pallet jack / forklift to load/unload the trucks?

**Answer:** Every location has some type of lift equipment to assist in unloading and loading of materials.

**Question:** What are the payment terms that you would use to pay us for shipments we haul for you? Do you pay within 30 days of receipt of invoice?

**Answer:** MoDOT is committed to processing vendor invoices in a timely manner. In order to determine if invoices are paid promptly, MoDOT uses the check or EFT date to determine if the invoice payment is timely. Timely is defined as a check or EFT issued less than 31 days from the date of the invoice.