

MISSOURI DEPARTMENT OF TRANSPORTATION  
KANSAS CITY DISTRICT  
**Broker, CDL Driver Recruitment Services**

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
PROCUREMENT  
600 NE COLBERN ROAD  
LEE'S SUMMIT, MO 64086**

|              |                    |
|--------------|--------------------|
| REQUEST NO.  | KC-B12-014         |
| DATE         | September 20, 2012 |
| PAGE NO.     | 1                  |
| NO. OF PAGES | 19                 |

|   |   |
|---|---|
| <p>SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL</p> <p style="text-align: center;"><b>October 2, 2012 at 1:00 PM CST</b></p> <p>AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.</p> | <p><b>BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION</b></p> <p>Submit net bid as cash discount stipulations will not be considered</p> <p style="text-align: center;">F.O.B. Destinations</p> <p style="text-align: center;">Locations as referenced in bid</p> |
|---|---|

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

|               |   |                         |  |
|---------------|---|-------------------------|--|
| <b>BUYER:</b> | Judy M. Franke, CPPB<br>Sr. Procurement Agent | <b>BUYER TELEPHONE:</b> | 816-347-4111<br><b>SEALED BID</b>                                      |
|               |   | <b>BUYER EMAIL:</b>     | <a href="mailto:Judy.Franke@modot.mo.gov">Judy.Franke@modot.mo.gov</a> |

**SUPPLIES OR SERVICES**

MoDOT is seeking bids from qualified organizations specializing in recruiting, screening, and providing for direct hire, temporary / emergency CDL drivers (**Broker, CDL Drivers Recruitment Services**) for snow removal and/or hauling services to MHTC and the Missouri Department of Transportation (MoDOT) Kansas City, Missouri district. Sealed bids will be accepted for these services as described in this bid.

**\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

This document constitutes a RFB, and solicits competitive sealed bids from organizations to provide Broker Services. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

All questions regarding this RFB shall be submitted to the RFB Coordinator/Contact.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

|   |   |
|---|---|
| <p><b>Date:</b> _____</p> <p><b>Telephone No.:</b> _____</p> <p><b>Fax No.:</b> _____</p> <p><b>Federal I.D. No.</b> _____</p> <p><b>Email Address:</b> _____</p> <p>Is your firm MBE certified?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Is your firm WBE certified?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> | <p><b>Firm Name:</b> _____</p> <p><b>Address:</b> _____</p> <p>_____</p> <p><b>By (Signature):</b> _____</p> <p><b>Type/Print Name</b> _____</p> <p><b>Title:</b> _____</p> |
|---|---|

MISSOURI DEPARTMENT OF TRANSPORTATION  
KANSAS CITY DISTRICT  
**Broker, CDL Driver Recruitment Services**

**1. Introduction:**

- 1.1 This Request for Bid (RFB) seeks bids from qualified organizations specializing in recruiting, screening and providing for direct hire, temporary / emergency CDL drivers (**Broker, CDL Driver Recruitment Services**) for snow removal and/or hauling services in the Kansas City, Missouri district with an effective contract period of Notice to Proceed through March 31, 2013, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator.
- 1.2 **Bids must be returned to the office of the RFB Coordinator no later than October 2, 2012, 1:00 PM CST**

**RFB COORDINATOR:**

**Judy M. Franke, CPPB**  
**Missouri Department of Transportation**  
**General Services Department**  
**600 NE Colbern Road**  
**Lee's Summit, MO 64086**

**MARK BID ENVELOPS:**

**KC-B12-014 Broker, CDL Driver Recruitment Services**

**2. General Requirements:**

- 2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of services to screen and recruit qualified CDL drivers for emergency/temporary employment on an **as needed, if needed basis** for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.2 The Contractor shall provide the following professional services:
- A. Provide qualified drivers with Class B or Class A license with air brake certification to be employed by MoDOT on an as needed, if needed basis to assist in snow removal or transport goods as required.
- 2.3 The contractor shall provide all services to the sole satisfaction of MoDOT. MoDOT does not guarantee any specific number of hours to be utilized by this contract.
- 2.4 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of MoDOT, MoDOT may, at its own discretion, obtain alternate services elsewhere
- 2.5 The contractor's temporary driver shall be subject to the rules, regulations, and policies of the Missouri Department of Transportation. Drivers will be supplied proper MoDOT PPE safety apparel necessary to perform the services (i.e. hard hats, MoDOT safety vests, hearing protection, safety glasses). Drivers will be responsible for their own steel toe boots to be worn anytime a driver is on MoDOT property.
- 2.6 The contractor's temporary drivers and the services provided by the temporary drivers must meet the approval of MoDOT. At any point during the term of a temporary driver's assignment, if services become unacceptable, MoDOT shall dismiss or replace the temporary driver. MoDOT shall provide the contractor with an explanation of the unacceptable performance of the temporary driver. The contractor shall not charge MoDOT for the unacceptable services. However, if the temporary driver provided more than four hours of unacceptable services, the contractor shall not charge MoDOT for any services in excess of four (4) hours of service.
- 2.7 For all drivers supplied, the contractor will have a completed Driver's Qualification (DQ) file available including current, as well as, monthly MVR and Federal DOT compliant pre-employment drug test results by authorized DOT collection facility. The DQ file will include all documents required by Federal Motor Carrier Safety

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Regulations and the Department of Transportation (DOT). All drivers supplied to MoDOT on an as needed, if needed basis are to be subject to random drug and alcohol testing, as required by part 382 of the Federal Motor Carrier Safety Regulations. Confidential Alcohol and Controlled Substance File and other confidential file records for driver's used by MoDOT will be released, upon request, only to the designated Safety Officer or personnel.

A. The (DQ) file shall contain the following:

- a. Application for Employment
- b. I-9
- c. Brief background and employment for three previous years
- d. History to include review of failed drug test from previous employers
- e. Current CDL
- f. Current MVR
- g. Monthly review of MVR
- h. Current DOT Medical and NIDA Drug Screen
- i. Other documentation as may be required by MoDOT upon request.

B. MoDOT will designate the contractor as its Agent to perform the Driver Qualification procedures in accordance with parts 383 and 391 U.S. Department of Transportation Federal Highway Administration Safety Regulations.

- 2.8 Within 30 calendar days after the execution of signed service contract(s), MoDOT will issue a "Notice to Proceed" instead of a purchase order as the services being utilized will be on an as needed, if needed basis.
- 2.9 Contractor is responsible for supplying MoDOT with Emergency Procedures to follow for their drivers, and a list of contacts.
- 2.10 MoDOT to provide contractor with MoDOT contact information.

**3. Scheduling Requirements:**

- 3.1 The contractor shall provide driver services anytime of the day, any day of the week, and at the place designated by MoDOT. The reporting location will typically be a MoDOT Facility located in the counties listed on the pricing page(s). Personnel will report to work location as specified by MoDOT at the time of request for personnel.
- 3.2 MoDOT anticipates that the majority of services for a typical snow removal work shift are twelve (12) hours from 7:30 a.m. to 7:30 p.m.; 7:30 p.m. to 7:30 a.m., or any part thereof. All other driving services typical work shifts would be eight (8) hours to ten (10) if required.
- 3.3 Each time the contractor's driver services are required the agency shall attempt to utilize the temporary driver for a minimum of eight (8) hours of service.
- 3.4 In the event the agency starts an eight hour shift, and the temporary driver provides less than eight (8) hours of service, the agency shall pay a minimum of four (4) hours of service or the actual hours worked, whichever is greater of the two.
- 3.5 If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.

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- 3.6 Four (4) hours paid for show up time on non-used driver.
- 3.7 All time over forty (40) hours in a MoDOT Work Week will be paid at time and one half (1 ½).
- 3.8 Holidays billed at double time for all hours.
- 3.9 Fixed hourly rates paid under this contract shall only be for hours upon arrival at the job site. Time spent for transportation of drivers to job site is not chargeable directly.

**4. Specific Requirements:**

- 4.1 Trucks – Personnel shall be qualified and experienced to operate International HD (Heavy Duty) and XHD (Extra Heavy Duty) units.
  - a. For snow removal work, the International units may have nose plows, wing plows, or tow plows affixed. Operating HD or XHD units requires Class B minimum with air brakes certification. Operating tow plows requires Class A certification and additional training.
    - 1. Snow removal work is defined as providing snow and ice clearance and control services and/or sanding and salting for designated state routes or specific district areas.
- 4.2 Training – To be considered fully qualified to participate in snow removal activities, the drivers must complete eight (8) hours classroom instruction, followed by eight (8) hours (four hours riding, 4 hours driving) ride along training during a winter event with MoDOT personnel. MoDOT to provide specific snow removal training as needed.
- 4.3 Operations 24417 basic snow and ice removal training requires the above minimum instruction. In addition, if in the opinion of the MoDOT designated trainer the contract driver does not complete the training satisfactorily, MoDOT reserves the right to reject the contract driver as not qualified to perform snow and ice removal operations.
- 4.4 Only contract drivers who have successfully completed the MoDOT required snow and ice removal or specific equipment training will be subject to call out for emergency or as needed snow and ice removal or general driving.
- 4.5 Contractor will retain verification of successful completed training.
- 4.6 Driver expectations are identified below to assist the contractor in recruiting qualified personnel who will receive appropriate equipment training as required by the assigned units:

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**Tractor Trailer Driver**



**Training:**

- Cargo securement

**Tasks:**

- Walk around pre-trip/post trip inspection
- Able to haul over-sized loads
- Ability to communicate via state radio
- Hauling various material and equipment within a 6 hour radius
- Assist in securing cargo
- Clean cab and bed at the end of shift
- In the event of a cancellation assist in other driving operations

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**Dump Truck Driver**



**Training:**

- Dump truck
- Loader

**Tasks:**

- Walk around pre-trip/post trip inspection
- Picking up and delivering material to jobs (from buildings/quarries, etc.)
- Ability to communicate via state radio
- Possibly operate a front loader
- Tailgate monitoring of material during operations
- Clean cab and bed at the end of shift
- Possibly assist in other driving operations

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**TMA Driver – Middle of the Operation**



**Training:**

- TMA
- Work Zone

**Tasks:**

- Walk around pre-trip/post trip inspection
- Ability to communicate via state radio
- Clean cab and bed at the end of shift
- Possibly assist in other driving operations

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**Snow Plow Driver**



**Training:**

- 8 hour class room snow plow
- 8 hour ride along snow plow (4 riding and 4 driving)
- GL400/ACS
- Loader

**Tasks:**

- Walk around pre-trip/post trip inspection
- Ability to communicate via state radio
- Clean cab and bed at the end of shift
- Possibly operate front loader
- Possibly assist in dressing/undressing trucks for winter operations
- Possibly assist in minor repairing of snow equipment
- During down time/waiting for an event, drivers need to familiarize themselves with MoDOT equipment (practice using equipment on the maintenance lot, radio operations, and controls on the equipment)

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**5. Additional Requirements:**

- 5.1 In accordance with all applicable laws, regulations, and procedures, the contractor and the temporary drivers provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the driver provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the drivers provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the temporary persons employment/association with the contractor.
- 5.2 If requested by the MoDOT, the contractor shall provide usage reports. The following information should be provided for the services performed: 1) the name of the temporary driver providing service to MoDOT, 2) a breakdown by location, and 3) the number of personnel and service hours (e.g. start date and hours of service).

**6. Invoicing and Payment Requirements:**

- 6.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of services, as specified herein.

**Missouri Department of Transportation  
Financial Services  
600 NE Colbern Rd  
Lee's Summit, MO 64086**

- 6.2 Each invoice should be itemized in accordance with items listed on the pricing pages. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the request for bid number and must be itemized in accordance with items listed on the pricing pages. Failure to comply with this requirement may delay processing of invoices for payment.
- 6.3 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's **Vendor Payment Website** to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

**7. Other Contractual Requirements:**

- 7.1 **Contract Period:** The contract shall commence from the date of Notice to Proceed until March 31, 2013 with **up to two (2) one-year renewal option periods**, or any portion therein. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 7.2 **Renewal Periods** - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages stated on the pricing page(s) for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
  - a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.

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- b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
- c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

7.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

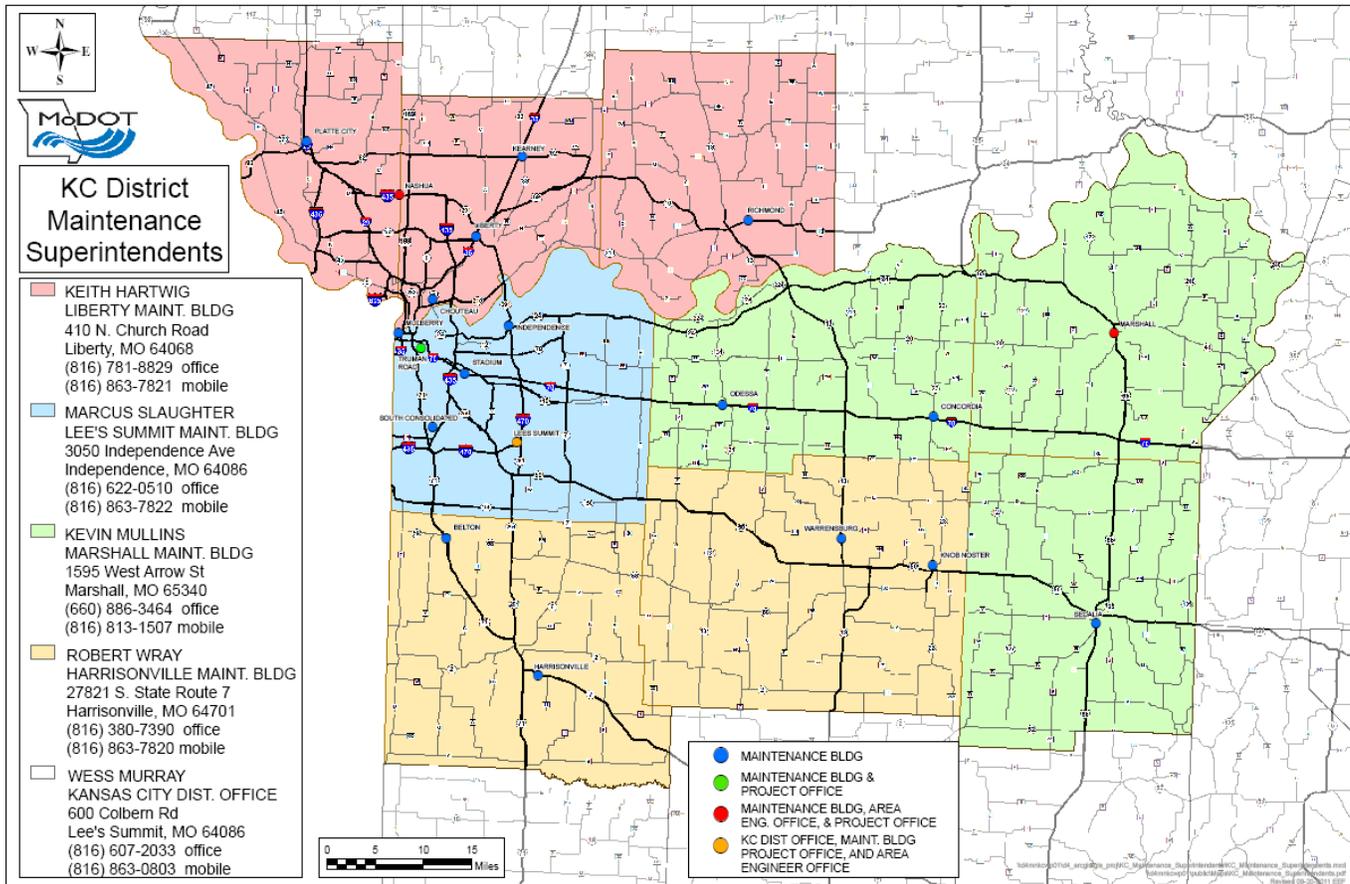
**8. Bid Submission Information:**

- 8.1 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "Introduction" in a sealed envelope/package clearly marked "**KC-B12-014 Broker, CDL Driver Recruitment Services**".
- 8.2 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

**9. Open Competition / Request For Bid Document:**

- 9.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
  - a. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
  - b. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - c. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

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**A larger detailed map of building locations and “MoDOT Contact Information” per building will be shared with contractors who submit pricing at the time of posting the award on the General Services Bidding Web Site**

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**PRICING PAGE(S)**

**10. Contract Award**

- 10.1 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and award of this bid will be made on a “**REGION by REGION**” basis using the “lowest and best” principle of award.
- 10.2 The bidder shall provide a firm, fixed price for each line item in the table below for the original contract period for providing the services in accordance with the provisions and requirements of this RFB. **All costs** associated with providing the required services shall be included in the prices stated below. Sign where indicated below and return with all solicitation documents.
- 10.3 Labor provided for the services in accordance with the provisions and requirements of this RFB is to be **non-prevailing wage** as determined by Missouri Department of Labor and Industrial Relations.

| <b>REGION ONE – PLATTE, CLAY &amp; RAY COUNTIES</b>  |   |   |
|--|---|---|
| Line Item  | Description<br><i>(Estimated driver rate should be the minimum necessary to recruit personnel for MoDOT direct pay)</i>   | Original Contract Period<br><i>Firm, Fixed Price Per Hour</i> |
| 001  | <b>CONTRACTOR’S FEE</b> for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for:                     | \$ _____<br><i>per hour</i>                                   |
| 002  | Contractor’s <b>DRIVER COST, PER HOUR</b> , for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for: | \$ _____<br><i>per hour</i>                                   |
|  |   | <b>TOTAL COST:</b> \$ _____<br><i>per hour</i>                |
| <b>Permanent Hiring Fee After:</b><br>525 hours, Contractor will be compensated in the amount equal to \$2,000.00 for loss of recruitment services.<br>1040 hours, Contractor <b>will not</b> be compensated for loss of recruitment services. |   |   |

| <b>REGION TWO – JACKSON COUNTY</b>   |   |   |
|--|---|---|
| Line Item  | Description<br><i>(Estimated driver rate should be the minimum necessary to recruit personnel for MoDOT direct pay)</i>   | Original Contract Period<br><i>Firm, Fixed Price Per Hour</i> |
| 003  | <b>CONTRACTOR’S FEE</b> for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for:                     | \$ _____<br><i>per hour</i>                                   |
| 004  | Contractor’s <b>DRIVER COST, PER HOUR</b> , for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for: | \$ _____<br><i>per hour</i>                                   |
|  |   | <b>TOTAL COST:</b> \$ _____<br><i>per hour</i>                |
| <b>Permanent Hiring Fee After:</b><br>525 hours, Contractor will be compensated in the amount equal to \$2,000.00 for loss of recruitment services.<br>1040 hours, Contractor <b>will not</b> be compensated for loss of recruitment services. |   |   |

|               |  |
|---------------|--|
| Company Name: |  |
|---------------|--|

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**PRICING PAGE(S)**

| <b>REGION THREE – CASS &amp; JOHNSON COUNTIES</b>  |   |  |
|--|---|--|
| <b>Line Item</b>   | <b>Description</b><br><i>(Estimated driver rate should be the minimum necessary to recruit personnel for MoDOT direct pay)</i>  | <b>Original Contract Period</b><br><i>Firm, Fixed Price Per Hour</i> |
| 005  | <b>CONTRACTOR’S FEE</b> for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for:                     | \$ _____<br><i>per hour</i>  |
| 006  | Contractor’s <b>DRIVER COST, PER HOUR</b> , for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for: | \$ _____<br><i>per hour</i>  |
|  |   | <b>TOTAL COST:</b> \$ _____<br><i>per hour</i>                       |
| <b>Permanent Hiring Fee After:</b><br>525 hours, Contractor will be compensated in the amount equal to \$2,000.00 for loss of recruitment services.<br>1040 hours, Contractor <b>will not</b> be compensated for loss of recruitment services. |   |  |

| <b>REGION FOUR – LAFAYETTE SALINE &amp; PETTIS COUNTIES</b>  |   |  |
|--|---|--|
| <b>Line Item</b>   | <b>Description</b><br><i>(Estimated driver rate should be the minimum necessary to recruit personnel for MoDOT direct pay)</i>  | <b>Original Contract Period</b><br><i>Firm, Fixed Price Per Hour</i> |
| 007  | <b>CONTRACTOR’S FEE</b> for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for:                     | \$ _____<br><i>per hour</i>  |
| 008  | Contractor’s <b>DRIVER COST, PER HOUR</b> , for furnished drivers for direct hire with a current Commercial Driver’s License “A” or “B” on an as needed, if needed basis for: | \$ _____<br><i>per hour</i>  |
|  |   | <b>TOTAL COST:</b> \$ _____<br><i>per hour</i>                       |
| <b>Permanent Hiring Fee After:</b><br>525 hours, Contractor will be compensated in the amount equal to \$2,000.00 for loss of recruitment services.<br>1040 hours, Contractor <b>will not</b> be compensated for loss of recruitment services. |   |  |

**Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

**1<sup>st</sup> Renewal Period**      \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period**      \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

\_\_\_\_\_  
Name of the Bidder’s Firm

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

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

MISSOURI DEPARTMENT OF TRANSPORTATION  
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**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**

**Vendor Information**

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

| <b>Vendor Name/Mailing Address:</b><br><br>Email Address:  | <b>Vendor Contact Information (including area codes):</b><br>Phone #:<br>Cellular #:<br>Fax #: |                                |                               |                                |       |       |       |       |       |       |
|--|--|--------------------------------|-------------------------------|--------------------------------|-------|-------|-------|-------|-------|-------|
| <b>Printed Name of Responsible Officer or Employee:</b>  | <b>Signature:</b>  |                                |                               |                                |       |       |       |       |       |       |
| <b>For Corporations</b> - State in which incorporated:   | <b>For Others</b> - 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:<br><br><i>If additional space is required, please attach an additional sheet and identify it as <b>Addresses of Missouri Offices or Places of Business.</b></i>  |  |                                |                               |                                |       |       |       |       |       |       |
| <b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b>M/WBE</b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:<br><br><table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; width: 33%;"><u>M/WBE Name</u></th> <th style="text-align: center; width: 33%;"><u>Percentage of Contract</u></th> <th style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table> |  | <u>M/WBE Name</u>              | <u>Percentage of Contract</u> | <u>M/WBE Certifying Agency</u> | _____ | _____ | _____ | _____ | _____ | _____ |
| <u>M/WBE Name</u>  | <u>Percentage of Contract</u>  | <u>M/WBE Certifying Agency</u> |                               |                                |       |       |       |       |       |       |
| _____  | _____  | _____                          |                               |                                |       |       |       |       |       |       |
| _____  | _____  | _____                          |                               |                                |       |       |       |       |       |       |
| <i>If additional space is required, please attach an additional sheet and identify it as <b>M/WBE Information</b></i>  |  |                                |                               |                                |       |       |       |       |       |       |

**Preference Certification**

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

|  |  |
|--|--|
| <b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b>not</b> 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                |
|  |  |
|  |  |
| <i>If additional space is required, please attach an additional sheet and identify it as <b>Location Products are Manufactured or Produced.</b></i>  |  |
| <b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:<br><b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.<br><b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>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</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol> |  |
| <u>Veteran Information</u>   | <u>Business Information</u>                                    |
| _____<br>Service-Disabled Veteran's Name (Please Print)  | _____<br>Service-Disabled Veteran Business Name                |
| _____<br>Service-Disabled Veteran's Signature  | _____<br>Missouri Address of Service Disabled Veteran Business |

MISSOURI DEPARTMENT OF TRANSPORTATION  
KANSAS CITY DISTRICT  
Broker, CDL Driver Recruitment Services

NOTICE OF COOPERATIVE PURCHASING

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, SERVICES AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer **(BROKER, CDL DRIVER RECRUITMENT SERVICES)** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT 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 **(BROKER, CDL DRIVER RECRUITMENT SERVICES)** meeting MoDOT 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 MoDOT 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 \_\_\_\_\_

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

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_









Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor 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.*)
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor 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 Contractor hereby certifies that any employee of the Contractor 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 Contractor 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 contractor 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.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor 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.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders 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. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the 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 Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor 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 the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

Missouri Highways and Transportation Commission  
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) 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;
- 2) 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;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Prohibition Of Employment Of Unauthorized Aliens:**

a. **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](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 on **page 18**.

b. **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 on **page 19**.