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Modified:

REQUEST FOR PROPOSALS

SL12-046-RW AS NEEDED DRIVER SERVICES

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LIST OF ACRONYMS

- MHTC** Missouri Highways and Transportation Commission
- MoDOT** Missouri Department of Transportation
- RFP** Request for Proposals
- Attachment:** Vendor Information and Certification Form
- Exhibit 1:** Annual Worker Eligibility Verification Affidavit
- Exhibit 2:** Applicant Affidavit for Sole-proprietorship or Partnership

SECTION (1.0):
GENERAL DESCRIPTION AND BACKGROUND

(A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide firm, fixed prices from firms specializing in providing temporary CDL drivers for snow removal and/or hauling services to MHTC and the Missouri Department of Transportation (MoDOT).

(B) **Background:** The St. Louis District wishes to establish a pool of qualified (Class B with air brake) CDL drivers for temporary assistance in snow removal and/ or driving MoDOT supplied equipment on an as needed/ if needed basis. MoDOT to provide instruction on operation of snow removal equipment.

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

(D) **Contract Period:** The original contract period is from the date of the fully executed agreement through December 31, 2012.

(E) **Renewal of Contract:** The MHTC may elect to renew this contract. This decision will require mutual written consent of the MHTC and the contractor(s). A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2) twelve month periods, or any portion therein.

1. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
2. The Missouri Department of Transportation does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

(F) **Schedule of Events:** Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:00 a.m. to 3:30 p.m. Central Time. MoDOT reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
12/15/11	Issue RFP and Advertise intent to solicit proposals.
1/05/12	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
1/12/12	Issuance of Amendment with resolution of any questions submitted.
1/20/12	Deadline for submission of proposals and scheduled public reading of the names of Offeror's submitting timely received proposals.
1/31/12	RFP Evaluation Team schedules interviews with selected Offerors, if deemed necessary.
2/2/12	RFP Evaluation Team prepares recommendations of award and submits it to the District management.
2/8/12	Agreement with selected Offeror(s) finalized.

SECTION (2.0):
SCOPE OF WORK

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

Provide qualified Class B or Class A license with air brakes, CDL drivers to drive MoDOT provided equipment to assist in snow removal or transport goods as required. There is no way to quantify the amount of service that will be required, or if the contract is utilized, these services will be used on an as needed basis.

(B) Specific Requirements: The Offeror will provide to the St. Louis District Procurement Unit one original, five copies, and an electronic copy on CD-ROM of a program proposal which will include the following:

Service to consist of performing activities required to provide the Missouri Department of Transportation qualified drivers to assist in snow removal operations and/ or driving MoDOT provided equipment. This work shall include, but may not be limited to:

- Recruitment of personnel
- Research and provide background checks of personnel
- Oversee administration of DOT required drug screen
- Provide the MVR
- Furnish, if requested driver qualification file
- Contractor shall fully coordinate all contract activities upon notification of the need for their services

(C) Service Special Provisions:

2.1 Non-Prevailing Wages

A. This contract involves only maintenance of the state highway system with no construction being performed. Therefore, under Missouri Statutes this contract does not require payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract.

2.2 Missouri Department of Transportation Equipment

- A. Trucks- Personnel shall be qualified and experienced to operate International HD (Heavy Duty) and XHD(Extra Heavy Duty) units.
- B. 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.

2.3 Training

- A. 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.
- B. 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.
- C. Only contract drivers who have successfully completed the MoDOT required snow and ice removal training will be subject to call out for emergency or as needed snow and ice removal.

1. Contractor will retain verification of successful completed training.

2.4 Scheduling Requirements

- A. The contractor shall provide temporary driver services anytime of the day, any day of the week, and at the location designated by MoDOT. Locations may be at specific MoDOT maintenance facilities and selected routes in the Counties of St. Louis, St. Louis City, Jefferson, Franklin, and St. Charles.
- B. Typical snow removal work shifts 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.
 1. Each time the contractor's driver services are required the agency shall attempt to utilize the temporary driver for a minimum of eight (8) continuous hours.
 2. In the event the agency requires and the contractor provides less than eight (8) hours of service, the agency shall pay the contractor for eight (8) hours of service.
 3. If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
 4. Four (4) hours paid for show up time on non-used driver
 5. All time over forty (40) hours will be paid at time and one half (1 ½)
 6. Holidays billed at double time for all hours
 7. Fixed hourly rates paid under this Contract shall only be for hours upon arrival at the job site. Time spent for transportation of workers to job site is not chargeable directly.

- C. The contractor shall not be paid for the time allotted for the driver's meal break or any other extended breaks.

2.5 Winter Event Categories:

In the event MoDOT wishes to utilize temporary drivers to assist in snow control events, the following categories are defined as to the severity of the event, no guarantees are made that this contract will be utilized in any of the categories listed below.

Type 5 Winter Event: Frost, flurries, freezing fog, blowing snow & refreeze

Type 4 Winter Event: Dusting to 1 in. of snow, sleet or other frozen precipitation

*Type 3 Winter Event: 1 – 6 in. of snow/frozen precipitation in 24 hours OR a trace to ½ in. of ice

*Type 2 Winter Event: 6 – 12 in. of snow in 24 hours OR ½ to ¾ in. of ice

*Type 1 Winter Event: More than 12 in. of snow in 24 hours OR more than ¾ in. of ice

***Most likely to utilize temporary emergency help in these categories.**

2.6 Contractor Responsibilities

A. Contractor warrants that personnel provided are in full compliance with all Department of Transportation ("D.O.T.") regulations. Contractor will administer the necessary tests and documentation to ensure each such driver is and continues to be D.O.T. qualified at all times during the term of this Agreement. Contractor shall retain a file on each driver which will consist of the following:

- **Application for employment**
- **1-9**
- **Brief background and employment history for the previous three years**
- **History to include review of failed drug tests, must be checked prior to such employee approval to operate a MoDOT vehicle.**
- **M.V.R.**
- **Monthly review of M.V.R.**
- **D.O.T. Medical Certificate and Nida Drug Screen**
- **Other documentation as required by MoDOT**

B. The cost of supplying a competent, licensed operator satisfactory to MoDOT shall be included in the hourly rate as bid. All drivers shall be trained and proficient in the operation of Heavy Duty and/ or Extra Heavy Duty Trucks. Drivers shall be at least eighteen (18) years old and capable of working nights.

1. All drivers of vehicles requiring a Commercial Drivers License (CDL) must have a valid Commercial Drivers License on their person while engaged in the performance of this Contract.
2. To ensure the overall safety of all personnel involved in the snow and ice operations, including the general public, the Contractor shall be required to provide drivers who are able to communicate in the English language. Contractor shall be required to demonstrate that its drivers are capable of understanding instructions in English. No payment will be made to the Contractor for failure to provide a driver capable of understanding these instructions.
3. Should the contractor provide temporary employees who do not meet the legal requirements to legally operate a MoDOT vehicle and should such employee operate the vehicle illegally, the contractor bears the full liability and responsibility that may result from that illegal operation of the vehicle and further, salary repayments will be issued to MoDOT.

2.7 Payroll

Contractor will administer the complete payroll and its costs. This includes paying the driver, filing, and remitting the income, FICA and Medicare taxes, and other applicable state and federal taxes. Contractor shall be responsible for defending any unemployment and worker's compensation claims.

(D) 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 St. Louis District Engineer 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 designated representative. 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 designated representative throughout the effective period of the Agreement.

- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
 3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit I.

- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit II.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.
- (W) **Insurance:**

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.

SECTION (4): PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to RFP Buyer of Record as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Teresa (Terri) Mount, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO. 63021; (314) 301-1431 ; Teresa.Mount@modot.mo.gov
 - a. Any and all communication from Offeror's regarding specifications, requirements, competitive proposal, etc., must be directed to the **RFP Buyer of Record**, listed herein, unless the RFP specifically refers the Offeror to another contact. Such communication should be received by the date noted in **Section 1: Schedule of Events**.
 - b. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.
5. **Official Position of MHTC:** Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by the MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
6. **Interview Conference:** After an initial screening process, a technical question and answer conference, interview or oral presentation may be conducted, if deemed necessary to clarify or verify the Offeror(s)' submitted documentation and to develop a comprehensive assessment of the documentation submitted.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror’s experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves. The MHTC will also consider any additional information the Offeror believes will be beneficial to the MHTC in evaluating the Offer’s qualifications. However, any elaborate brochures or voluminous examples are not required nor desired.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:
 - a. The client’s name, address, telephone number and fax number;
 - b. a brief description of work satisfactorily completed with location;
 - c. dates of contracts
 - d. name of contact person

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Experience, expertise and reliability
 - B. Proposed Method of Performance
 - C. Cost, Fees and Expenses
 - D. Recommendations from references
 - E. The affirmative action program of the Offeror
 - F. Overall clarity and quality of proposal; and
 - G. Fees and expenses.

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

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

Any applicable cap on out-of-pocket expense also should be noted.

A. Class B Drivers w/airbrake per hour \$ _____

B. Class A Drivers per hour \$ _____

C. Class B Drivers w/airbrake per hour for night work if different from above \$ _____

D. Class A Drivers per hour for night work if different from above \$ _____

NOTE: Contractor will be paid only the Class B rate unless specifically requested by MoDOT to supply a Class A driver.

(B) EXPENSES: List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

Name of Company: _____ Date: _____ Signature: _____

(C) Renewal(s)
SL12-046-RW As Needed CDL Drivers

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder 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.

First Renewal Period

January 1, 2013-December 31, 2013

_____ % of maximum increase or
_____ % of maximum decrease

Second Renewal Period

January 1, 2014-December 31, 2014

_____ % of Maximum increase or
_____ % of maximum decrease

Company: _____ Date: _____ Signature: _____

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

Preference Certification

All bidders must furnish ALL applicable information requested below

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

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

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

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

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT- EXHIBIT I

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

STATE OF _____)

) ss

COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____,

Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

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

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

title

business name

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

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

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

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

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.

city (or county)

state

Notary Public

My commission expires:

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

