



PETE K. RAHN
Director

RICH TIEMEYER
Chief Counsel

MARI ANN WINTERS
Secretary

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 West Capitol, P.O. Box 270, Jefferson City, MO 65102 Telephone (573) 751-7454 Fax (573) 526-4408

CCO Form: GS14
Approved: 02/06 (AR)
Revised:
Modified:

REQUEST FOR PROPOSALS

RELOCATION SERVICES

RFP 6-070828

TABLE OF CONTENTS

INTRODUCTION.....	3
PROPOSAL.....	3
ACCEPTANCE.....	3
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Proposal.....	4
(B) Background	4
(C) Fiscal Year.....	4
(D) Contract Year.....	4
SECTION (2): SCOPE OF WORK	
(A) Services.....	5
(B) Specific Requirements	5
(C) Liquidated Damages.....	5
(D) Optional Services.....	6
(E) Administration of Program.....	6
(F) Potential Additional Consultant Work, As Requested.....	7
SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC's Representative.....	8
(B) Release to Public	8
(C) Assignment.....	8
(D) Status as Independent Contractor.....	8
(E) Components of Agreement.....	8
(F) Amendments.....	8
(G) DBE/WBE Participation Encouraged.....	9

(H) Nondiscrimination.....	9
(I) Bankruptcy.....	9
(J) Law of Missouri to Govern.....	9
(K) Cancellation.....	9
(L) Venue.....	9
(M) Ownership of Reports.....	9
(N) Confidentiality.....	9
(O) Nonsolicitation.....	10
(P) Conflict of Interest.....	10
(Q) Maintain Papers.....	10
(R) Indemnification.....	10
(S) Insurance.....	10
(T) Extension.....	11
(U) Invoices.....	11
(V) Payment.....	11

SECTION (4): PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS	
(1) Pricing and Signature.....	12
(2) Submission of All Data Required.....	12
(3) Public Inspection.....	12
(4) Clarification of Requirements.....	12
(5) RFP Schedule Of Events.....	12
(B) REQUIRED ELEMENTS OF PROPOSAL	
(1) Experience.....	14
(2) Personnel.....	14
(3) References.....	14
(C) EVALUATION CRITERIA AND PROCESS	
(1) Experience, Expertise and Reliability.....	14
(2) Proposed Method Of Performance.....	15
(3) Pricing.....	15
(4) Historic Information.....	15
(5) Responsibility to Submit Information.....	15
(D) PRICING	
Fee Schedule.....	15

SECTION (5): PRICE PAGE

(A) FEE SCHEDULE.....	16
-----------------------	----

EXHIBITS

(A) Firm's Prior Experience.....	17
(B) Professional and Administrative Staff Background and Expertise.....	18
(C) Relocation Program Data.....	19
(D) Policy 2000 (7-1-07).....	20

GENERAL TERMS AND CONDITIONS.....	31
--	-----------

LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and four (4) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65012. Proposals must be returned to the offices of General Services Procurement, no later than 10:00 a.m., September 5, 2007.

NOTE: The Offeror must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Offeror will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).

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 PAGE** in accordance with the terms of this RFP.

- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

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

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide Relocation Services to MHTC and the Missouri Department of Transportation (MoDOT). Proposals are being solicited from Relocation Services companies who have experience in the relocation of employees similar to an organization such as MoDOT. The General Services Procurement Unit will coordinate the review of the proposals and select a Firm to award a contract to work with the department. Details of the scope of work, proposal format and Firm selection process are contained in this announcement.

(B) Background: MoDOT operates under a decentralized organization with the Central Office in Jefferson City. The Central Office provides staff assistance and functional control for the various departmental tasks in 10 geographical districts. Each district contains about 10 percent of the total road mileage in the state highway system.

MoDOT has responsibilities for five major transportation alternatives available to Missourians -- highways, aviation, waterways, transit, and railroads. These responsibilities include the total operation of the 32,000 mile highway system, including highway location, design, construction, and maintenance.

MoDOT employs approximately 6300 full-time employees. About 80% of those employees work in the 10 districts with the remainder working in the various functional units of the Central Office.

MoDOT's current relocation policy (See EXHIBIT D) reimburses employees for miscellaneous expenses; pre-move expenses; mortgage interest differential; bridge loan interest; dual housing; realtor fees; real estate loan fees; closing costs; household goods moving and storage; and reimbursement for temporary quarters while relocating. For information regarding the number of transfers and a two-year history of MoDOT's relocation costs, refer to Exhibit C.

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

(D) Contract Period: December 1, 2007 through November 30, 2008.

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

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

1. Determination of an appropriate program designed to efficiently relocate employees for the Missouri Department of Transportation;
2. Recommendations for reducing the costs of relocating employees;
3. Description of your Firm's recommended home sale process with emphasis on answering the questions included in the Specific Requirement section.
4. Description of your Firm's billing process and any standard or customized reports that your Firm provides to clients either on-line or in hard copy form.
5. Description of potential risks or tax issues involving the Buyer Value Option home sale process and the steps that your Firm takes to manage those risks.
6. Description of your Firm's process in written narrative that details the process for measuring and evaluating client and MoDOT administrative customer satisfaction for the provided services.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit one (1) original and four (4) copies of a program proposal which will include the following:

1. Buyer Value Option Services:
 - a. Describe your process for the sale of a home using the buyer value option closing.
 - b. Define those expenses related to this process that will be billed to MoDOT that are not included in your fee for this service. Example: realtor fees and closing costs.
 - c. Does your firm require the client to pay a deposit up-front to cover closing costs? If so, how much?
 - d. Provide details as to the amount of risk involved in this type of closing and include historical data as to the percentage of homes that went into inventory using this method of closing.
2. Management of Household Goods Transportation:
 - a. Describe your process for managing the transport of household goods and storage. Also detail any potential for savings to MoDOT.

- b. Does your firm select the moving company that will handle the move? If so, does your firm regularly use the same moving company or does your selection of moving companies vary? Please list the moving companies used by your organization in Missouri.

3. Home Marketing Assistance:

- a. Describe your process for assisting the transferred employee to successfully market his/her home. Also detail any potential for savings to MoDOT.
- b. Does your firm select the realtor or is the employee allowed to select the realtor? What incentives are in place to encourage the realtor to make a quick sale?
- c. Define any expenses pertaining to home marketing assistance that will be billed to MoDOT that are not in your fee for this service.
- d. Provide historical sales data pertaining to those homes in which you provided home marketing assistance. Example: Days on the market, asking price/selling price, etc.

(C) Liquidated Damages

In the event the successful Contractor fails to perform the BVO services within the time specified, the Department and the public will sustain damages because of such delay, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day**, for each assessable calendar day over 60 days on which the clients home has not been listed **in full compliance with MoDOT policy**, it is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages not to exceed 40% of the Contractor's fee for **BVO services**.

(D) Optional Services: In addition to the Specific Requirements, the Firm may also submit a proposed fee in Section (5), Price Page for any other relocation services that it offers. MoDOT is not obligated to utilize any of the optional services. The optional services do not restrict MoDOT from using other vendors for such services.

(E) 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, without additional fees.

1. Review and outline your administration and accounting procedures;
2. Assist with presentations (when needed) to the Human Resources Director or her/his designee on contract issues;
3. Attend conferences or MHTC meetings at the request of MHTC, and
4. On-site training to ensure organizational implementation of services and products that are required to meet MoDOT organizational needs.

(F) **Potential Additional Consultant Work, As Requested:** MHTC reserves the right, and it shall be a term and condition of the final Agreement, that MHTC's representative may request the Firm to continue to perform and provide services to existing employees who may be receiving services from the Firm at the time of the expiration of the contract period for an additional six (6) months. The Firm will continue providing such services at the same service fee rate as agreed to during the contract period and shall not charge any additional fees for the additional six (6) month continuation.

**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 Human Resources Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Human Resources Director. 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 Human Resources Director 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 Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, 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. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employees when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, 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) 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.

(J) 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.

(K) 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 for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(L) 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.

(M) 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.

(N) 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.

(O) **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.

(P) **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.

(Q) **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.

(R) **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.

(S) **Insurance:**

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

- | | |
|-------------------------|---|
| a. General Liability | Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$2,500,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$400,000 for any one person in a single accident or occurrence, and not less |

than \$2,500,000 for all claims arising out of a single occurrence;

c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

- (T) **Extension:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) one-year periods, or a portion thereof. In the event that MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum percentage of increases, if any, stated on the pricing page of the contract. Any percentages of increase shall be computed against the original contact price for each extension period. If the pricing page does not include such percentages or if applicable spaces are left blank, or not completed, prices during extension periods shall be the same as during the original contract period. The MHTC does not automatically exercise its options based upon the maximum percentage of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the contractor's extension percentages, if any.
- (U) **Invoices:** All invoices must be submitted on a monthly basis by the Firm to MHTC's representative. The invoices must be properly itemized. Those charges pertaining to consulting services should provide detail as to the person performing the task, number of hours worked, time period, and the specified task. All expenses relating to the transfer of a MoDOT employee must identify the employee for which the expense applies. Those relocation expenses that are paid by the Firm and reimbursed by MoDOT should be properly identified and accounted for on the invoice. Adequate supporting documentation in the form of invoices, settlement statements, etc. must be included in order to be reimbursed.
- (V) **Payment:** Each payment due the Firm shall be made by MHTC in accordance with the provisions of Section 34.057, RSMo, for those services which have been furnished under the contract. Payment shall be made monthly after MHTC's representative receives a properly itemized invoice for the contract work performed and the expenses incurred in the prior month.

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

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 or email at leann.kottwitz@modot.mo.gov. All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., CDT, August 15, 2007**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/g_s_bidding/COcommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on August 22, 2007. It is the sole responsibility of the Offeror to check for any and all addendums.**
5. **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Daylight Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Event	Date	Time
MoDOT Issues RFP	August 02, 2007	2:00 pm (CDT)
Deadline for Written Comments	August 15, 2007	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	August 22, 2007	4:00 pm
Deadline for Submitting a Proposal	September 05, 2007	10:00 am
Recommendation of Award	September 12, 2007	2:00 pm
Notification to Non-Awarded Vendors	September 21, 2007	2:00 pm
Contract Effective Date	December 01, 2007	8:00 am

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

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:

Experience, Expertise & Reliability	35 pts. Maximum
Proposed Method of Performance	35 pts. Maximum
Pricing	30 pts. Maximum

1. **Experience, Expertise and Reliability:** Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, *i.e. past customer service evaluations*.
 - A. The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.
 - B. The Offeror should provide a resume including references, education, qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to the project.
 - C. If the staff is not yet hired, the Offeror should provide:
 - i. Detailed descriptions of the required employment qualifications, and

- ii. Detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

2. Proposed Method of Performance: Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP.

A. The Offeror should present a written narrative that demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work.

B. The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, please respond to all concerns.

- i. The Offeror should provide an organizational chart showing the staffing and line of authority for key professional staff and administrative personnel to be used in performing the proposed work. The relationship of the project leader to management and to support personnel should be clearly illustrated.

- ii. The Offeror may also present a written narrative that demonstrates the method or manner in which the Offeror proposes to provide any Optional Services.

3. Pricing - The objective evaluation of cost shall be conducted based upon the pricing listed on the Pricing Page. Cost points shall be awarded using a scale of 30 possible points and the following formula. Of the 30 points the cost calculation shall be:

Buyer Value Option Services- *15 point maximum*

Management of Household Goods Transportation -*10 point maximum*

Home Marketing Services- *5 point maximum*

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost Points}$$

4. 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.

5. 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 in the RFP: Also indicate the unit for which this fee will be applied. Example: Per move, per year, etc.

Buyer Value Option Services	\$ _____	Fee for service
Management of Household Goods Transportation	\$ _____	Fee for service
Home Marketing Services	\$ _____	Fee for service

Optional Services Offered by Firm

_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions in Section 3 of this document, the Firm should provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Firm is cautioned that the percentages shall be computed against the ORIGINAL contract price for each renewal period. If the following blanks are not complete, prices during renewal periods shall be the same as during the original contract period. Furthermore, the Firm is advised that 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	_____ % of maximum increase and/or
	_____ % of minimum decrease
Second Renewal Period	_____ % of maximum increase and/or
	_____ % of minimum decrease

Signature of Offeror's Authorized Representative

Date Signed

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

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

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT _____

PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF
BACKGROUND AND EXPERTISE

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

 (Name) (Title or Position)
 Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

EXHIBIT C

RELOCATION PROGRAM DATA

Employee Referrals

	FISCAL YEAR	
	<u>2006</u>	<u>2007</u>
Number of Employees	8	15
Selling Homes		

Average sale price of homes that were sold over the two-year period: **\$184,000**

*Moving Expenses

	FISCAL YEAR	
	<u>2006</u>	<u>2007</u>
Realtor Fees	\$39,510.00	\$126,408.00
Closing Cost Fees	\$ 7,825.00	\$ 28,623.97
Cost of Moving HHGs	\$56,628.95	\$ 76,295.75
Storage of HHGS	\$ 4,609.58	\$ 4,864.90
BVO Services	\$13,400.00	\$ 18,000.00
Carrying Costs	\$ 3,493.48	\$ 8,019.90

*** Not all employees who were referred have completed their moves. Expenses shown are not the total expenses for all services.**

EXHIBIT D

MISSOURI DEPARTMENT OF TRANSPORTATION  PERSONNEL POLICY MANUAL	Chapter Title Subsistence		
	Policy Title Relocation Assistance		
	Policy Number 2000	Page 1 of 11	Effective Date July 1, 2007
Approved By Micki Knudsen, Human Resources Director, Signature on File	Supersedes Policy Number 2000	Page 1 of 11	Prior Effective Date February 1, 2007

POLICY STATEMENT

The department will provide relocation services through a third-party administrator (TPA) and/or reimburse eligible expenses as authorized by this policy. The department's intent is for both the employee and the department to make the relocation at the least expense to the taxpayer, while not creating an undue hardship on the employee and his/her family.

DEFINITIONS

Closing Costs: These are costs associated with employees selling their current home and with buying a home at the new location, which are typically shown on a standard Settlement Statement under the headings of "Items Payable in Connection with Loan," "Title Charges," "Government Recording and Transfer Charges," and "Additional Settlement Charges." Some of these usual costs include deed preparation and recording fees, credit report fee, appraisal fee, survey fee, abstract fee or title insurance, application fee, processing fee, underwriting fee, inspection fees, and flood determination letter fees. Closing costs do not include loan origination and/or discount fees. The department will not reimburse closing costs employees agree to pay that should typically be the responsibility of the other party.

Completed Move: Homeowners will be considered moved when they have purchased a home at the new location, their family has relocated to the new location, and their old home has been sold. Homeowners who do not have a family to move will be considered moved when a home is purchased at the new location and their old home is sold. A completed move for renters is typically considered to be when their household goods have been moved to the new location. Employees who own mobile homes are considered moved when their mobile home has been moved or when their household

goods have been moved to the new location (for situations when employees choose not to move their mobile home to the new location).

Delayed Transfer: When employees are eligible for financial reimbursement of temporary living expenses when required to relocate to a new work location.

Dual Housing: When employees are obligated to pay two mortgages simultaneously on two homes they own, one at the old location and one at the new location.

Home: Shall mean improved real estate: (i) which is owned and used by an employee as a principal year round one or two family residence, including condominiums but excluding cooperative housing and mobile homes; (ii) which contains acreage within the norm and zoning limits for the locale or neighborhood, not to exceed five acres; (iii) with respect to which insurance is available at standard rates for normal hazards of fire and extended coverage; (iv) in which the employee has marketable title; and (v) with respect to which mortgage financing is available at standard rates.

Internal Revenues Service (IRS) 50-Mile Rule: The distance between an employee's former residence and the new work location must be at least 50 miles farther than the distance between the employee's former residence and old work location. The distance between an employee's residence and work location is the shortest of the more commonly traveled routes between them.

Lateral Transfer: The movement of an employee between jobs in the same salary grade, regardless of the job title.

Promotion: The movement of an employee to a higher salary grade job.

Third-Party Administrator (TPA): A vendor contracted by the department who is responsible for coordinating, consulting, and providing services for relocation of eligible employees.

Withdrawal: A home seller who has elected within 30 days from the effective date of transfer to utilize the TPA process and subsequently does not complete the process because he/she (i) does not use a TPA registered network broker for the sale of the departure home; (ii) does not use a TPA registered network broker for the purchase of destination home; or (iii) later elects, after the 30 day window, not to utilize the TPA process for reasons other than home ineligibility.

PROCEDURES

SECTION I – General

1. An employee will be eligible for relocation assistance when the employee is promoted to a position in salary grade 11 or higher and relocation is required by

the department; or the employee is relocated as the result of a lateral transfer (salary grade 11 or higher), for which the employee competed for the position.

Additionally, for a lateral transfer, the relocation assistance must be approved by the district engineer or division leader/state engineer after consultation with the human resources director before services and reimbursements will be provided.

2. One additional requirement for a department-approved paid relocation is that the move must meet the criteria of the IRS 50-mile rule.
3. The local human resources manager (districts and Central Office) is responsible for notifying the Human Resources Division of employees eligible for relocation benefits. The Human Resources Division will be responsible for referring eligible employees to the TPA.
4. Employees will receive a 4 percent temporary relocation pay increase when relocation benefits have been approved. (Refer to Personnel Policy 1016, "Salary Increases.") This 4 percent increase will be given in addition to whatever is received for a promotion increase and may result in an employee's salary being above the maximum rate for his/her salary range. If two steps do not provide an employee with approximately a 4 percent increase (around 3.8 percent or 3.9 percent), the employee's salary may be changed from table driven pay to being placed on pay parameters to provide a flat 4 percent increase for this six month period. The temporary relocation pay increase is for six months, beginning with the effective date of transfer.
5. When an employee's work location is changed as the result of a relocation (lateral or demotion) initiated by the employee for personal reasons, and granted by the department to accommodate the employee's request, the employee is not eligible for paid relocation expenses or temporary salary increases associated with the relocation. Relocations made necessary by disciplinary action are also not eligible for relocation expenses.
6. Expenses connected with the relocation will be charged to the location to which the employee is being transferred.
7. Homeowners who pay a loan discount fee (for new home only), which is based on a point or a fraction of a point and results in a lower loan rate, may be eligible for a reimbursement for part or all of the fee. The amount of reimbursement, if any, will be limited to the amount the reduced interest rate will benefit the department under mortgage interest rate differential payments (see Section X for the calculation process).
8. Homeowners must complete the sale of their old home and purchase of their new home within 12 months of the effective date of transfer to be eligible to receive services and reimbursements associated with each of these benefits.

9. Employees will receive a one-time lump sum payment based on their base salary on the effective date of their transfer including any salary increase provided for the transfer. This lump sum is intended to assist with the increased tax liability they will have related to some of the services and reimbursements provided during the move. Base salary does not include the temporary relocation increase noted in paragraph 4, above, or cost of living or other increases the employee might receive before the move is complete. This lump sum payment will be paid to the employee during the calendar year in which the employee's move is completed, provided the employee is still working for the department. The amount of the payment will be equal to one pay period for homeowners and one-half pay period for renters and mobile home owners. Should a homeowner elect not to sell his/her home, or elect not to purchase a new home, he/she will receive a one-half pay period lump sum payment.

SECTION II – Post Offer Process for Homeowners

1. Employees should be given a copy of MoDOT Personnel Policy 2000 and a copy of the Employee Relocation Handbook at the time of the job offer, if relocation may be required. The handbook gives a description of services provided as well as the terms and conditions for the home selling/buying process, including the home eligibility criteria for the TPA process. Employees can also visit the TPA's website noted in the handbook for additional information.
2. Once a job had been offered and accepted by an eligible employee who is a current homeowner, the employee will have 30 days from the effective date of transfer to determine whether or not he/she will sell his/her home and whether or not he/she will utilize the TPA process for selling his/her home. If the employee elects during those 30 days not to sell his/her home, the department has no obligation to reimburse the employee for any cost associated with the sale of the home should the employee decide to sell the home in the future.
3. If an employee elects to utilize the TPA process but subsequently is determined to have a non-eligible home, the department will handle the relocation under the non-TPA process.
4. If an employee elects not to use the TPA process for the sale of his/her old home, he/she will not be allowed to use the TPA process for the purchase of his/her new home.

SECTION III – Home Selling/Buying Guidelines for TPA

1. If an employee elects to utilize the TPA, the employee will be required to comply with the terms and conditions as outlined in the Employee Relocation Handbook.

This includes compliance with the TPA's home appraisal process, and home marketing and pricing strategies.

2. By utilizing the TPA, all realtor fees and closing costs associated with selling the old home will be paid by the department directly to the TPA. This process ensures employees will not incur tax liability for realtor fees and closing costs. Additionally, employees will receive up to \$2120 for reimbursement of closing costs and up to \$1500 for reimbursement of loan origination fees for their new home.
3. Should an employee withdraw from the TPA process after originally committing to the process, the employee will be responsible for reimbursing the department for any penalties or fees assessed by the TPA to the department for the withdrawal.

Should an employee elect to utilize the TPA process for the sale of his/her old home, he/she must use the TPA process for the purchase of his/her new home as well. Utilizing the TPA process means the employee must use brokers who are currently registered with the TPA or will agree to register with the TPA for both the sale of the old home and purchase of the new home. Should the employee not utilize a registered TPA broker for the purchase of his/her home or land if building a home, the employee may be responsible for paying a \$1400 referral recovery fee charged by the TPA.

SECTION IV – Home Selling/Buying Guidelines for Non-TPA

1. Employees who elect not to utilize the TPA process will be eligible to receive reimbursement of no more than \$10,500 for realtor fees for the sale of the old home and no more than \$2120 for combined closing costs of both of the old and new home. The department will not provide any tax assistance for the reimbursement of realtor fees and/or closing costs.
2. Employees will be eligible to receive reimbursement up to \$1500 for loan origination fees associated with the purchase of their new home.
3. Homeowners who elect not to sell their home but purchase a home at the new location will be eligible to receive up to \$2120 of reimbursement for closing costs and up to \$1500 for loan origination fees. The employee will have one year from his/her effective date of transfer to utilize this reimbursement benefit.

SECTION V – Renters

1. Renters may be eligible for assistance in breaking a lease agreement; however, documentation must be presented to verify the costs associated with breaking the lease are not for damage to the apartment or for any delinquent rent. Typically reimbursement will be for any security deposit forfeited and one month rent for breaking the lease.

2. Employees currently renting at the time of relocation, who decide to purchase a new home at the new location, will not be eligible for reimbursement associated with the purchase of the new home.

SECTION VI – Mobile Home Owners

1. If an employee's permanent residence is a mobile home, the employee may receive, in lieu of payment for moving household goods, reimbursement for the actual cost of transporting the mobile home and its contents to the new location, subject to the following:
 - a. Bids will be secured from three movers. The mover must have active common carrier authority from MoDOT Motor Carrier Services Division; however, the move is not governed by MoDOT Motor Carrier Services Division rate requirements. Bids should be obtained utilizing Form P-23, "Moving Household Goods Bid Form." Each bid should include the actual cost of permits, escorts, license, bridge tolls, ferry charges, leveling and stabilizing at destination, and the packing and unpacking of contents.
 - b. The employee will be allowed insurance covering the moving of the mobile home and its contents in the amount of the actual value of the mobile home, including the contents, not exceeding \$75,000 maximum. Additional insurance above this value, if desired, must be purchased by the employee and is not a reimbursable expense.
2. The TPA will not be involved in the process to transfer the mobile home.

SECTION VII – Delayed Transfer

1. Employees who are required to relocate to a new location are eligible for reimbursement of temporary living expenses for up to six months. Typical expenses may include meals, lodging, and customary business-related expenses; however, all expenses must conform to the Financial Policy and Procedure guidelines for expense accounts. Employees may be authorized to live in a furnished apartment in lieu of a hotel/motel, provided the cost of the apartment and utilities does not exceed those of a reasonably priced hotel/motel at the same location.
2. Employees may be authorized to return home on weekends. The employees can use either a MoDOT leased vehicle or their personal vehicle. If the employee uses his/her personal vehicle, he/she will be allowed round trip mileage at the current approved rate. If a state vehicle is used, the employee must contact the Controller's Division to determine the commute value of this benefit.
3. Although an employee can be in delayed transfer status for up to six months after the effective date of transfer, it will end sooner if conditions occur as noted below.

- a. For a homeowner who does not have family members to relocate: it will end when he/she purchases a new home and moves household goods.
- b. For a homeowner who has family members to relocate: it will end when one of the following occurs:
 - (1) he/she purchases a new home before selling the old home thereby switching to dual housing status, or
 - (2) the family and household goods are moved.
- c. For a renter who does not have family members to relocate: it will end when he/she moves household goods.
- d. For a renter who has family members to relocate: it will end when the family and household goods are moved.
- e. For a mobile home owner: it will end when the mobile home is relocated to the new location (or when household goods are moved, in situations when employees choose not to move their mobile home to the new location).

SECTION VIII – Dual Housing

1. Reimbursement will be made for the lesser mortgage payment, excluding any Private Mortgage Insurance (PMI) or escrow payments, for either the new or old home. Dual housing reimbursement payments will be provided for up to six months from the effective date of the employee's transfer date or until the old home sells, whichever occurs first.

Construction loans are not eligible for dual housing reimbursement.

2. For an employee to be eligible to receive dual housing reimbursement, he/she must meet all three of the following requirements:
 - a. purchase a home at the new location before selling the old home,
 - b. declared intent to sell the old home and be actively engaged to sell the old home, and
 - c. not be renting or leasing out the old home to another party.
3. The department can request information from employees to ensure a good faith effort is being made to sell the old home.

4. Employees cannot simultaneously receive delayed transfer expense reimbursement and dual housing reimbursement, and they cannot be on a combination of delayed transfer and dual housing for any longer than six months.
5. Homeowners who elect not to sell their home, but want to purchase a home at the new location, will not be eligible for dual housing benefits.

SECTION IX – Bridge/Early Equity Loans

1. To assist employees in securing a loan for the purchase of their new home, employees may elect to apply for a bridge/early equity loan. The repayment of this loan is the employee's responsibility.
2. Employees can obtain their bridge/early equity loan from the financial institution of their choice. The department will reimburse employees for the interest on these loans up to 12 months or until their old home sells, whichever occurs first.
3. Employees who elect to not sell their home, but purchase a home at the new location, will not be eligible for interest rate reimbursement on any kind of loan.
4. Interest reimbursement will not be provided for acreage that is not within the norm and zoning limits for the locale or neighborhood. However, the maximum acreage allowed for reimbursement, regardless of norm and zoning limits, is five acres. Loans based on the equity value for mobile homes or modular homes not permanently affixed to the property are not eligible for interest reimbursement.

SECTION X – Reimbursement Assistance for Increased Mortgage Interest Rates

1. Employees who own a home that requires mortgage payments, and are relocated and elect to purchase a new home involving a loan at the new location, may incur a higher mortgage rate. To help offset some of this expense, the employee will be reimbursed in three annual payments for the difference between the mortgage interest rate at the old location and the mortgage interest rate at the new location as applied to the lesser balance of either the old mortgage or the new mortgage.

2. **Example:**

Balance of loan on the old home – \$50,000
Balance of loan on the new home – \$125,000
Interest rate on the new home loan – 10.00%
Interest rate on the old home loan – 8.00%
Increase in interest rate – 2.00%

Calculation:

\$50,000 (lesser balance mortgage)
 x.02 (increase in interest rate)

Annual Mortgage Interest Rate Differential Payment:

\$1,000

3. Reimbursement will be made to the employee in three annual payments, with the first payment being made on the first anniversary of receipt of documentation a new home has been purchased at the new location. Subsequent annual payments will be made on the anniversary date of purchase. Prior to reimbursement for the second and third annual payments, the employee must renegotiate the mortgage loan if interest rates in the area have decreased, providing the employee will not experience a pre-payment penalty or other substantial costs offsetting the lower mortgage interest rate.
4. Reimbursement assistance due to increased mortgage interest rate must be confined to the home in which the employee resided at time of transfer, excluding any rental units or other income property owned by the employee.
5. If the employee voluntarily terminates employment, or sells the home at the new location (for reasons other than subsequent department relocation) before the end of three years, no further annual payments of mortgage interest rate differential will be made. The annual payment will be prorated, if conditions warrant. If the employee is relocated again within the three-year period and is entitled to another reimbursement due to a mortgage interest rate differential, the new payment will again be initiated for three annual payments. This is in addition to any remaining payments from the previous three-year entitlement.
6. The employee must provide documentation of the old home mortgage loan interest rate and the remaining balance as well as documentation of the interest rate and balance on the new home mortgage loan before each annual payment will be made.

SECTION XI – Moving and Storage of Household Goods

1. Employees will be allowed the actual cost of one move of household goods and personal possessions to the new location. All homeowners who are selling their home through the TPA process will be required to utilize the TPA for the movement of household goods. The department has contracted with the TPA to handle the coordination of the shipment of the household goods, insurance claims processing, and an audit of household invoices. Employees who do not utilize the TPA process will be required to obtain three bids from movers or, if approved, rent a moving truck in lieu of working with a moving company. The

moving company must have active common carrier authority from MoDOT Motor Carrier Services Division; however, the move is not governed by MoDOT Motor Carrier Services Division rate requirements. Bids should be obtained utilizing Form P-23, "Moving Household Goods Bid Form."

2. Full replacement value insurance for household goods and possessions is allowed through the TPA. The maximum coverage paid by the department for non-TPA moves is \$75,000. Additional insurance protection, if desired, must be purchased by the employee and is not a reimbursable expense.
3. Should it become necessary for the employee and family to vacate the old home before the new home is available or prepared for occupancy, the employee will be allowed temporary storage for a period of up to 60 days.
4. The department will not reimburse any costs associated with the dismantling or setting up of special hobby equipment such as darkrooms and workshops; or disconnecting of washers, dryers, and refrigerators; or the shipment of boats, automobiles, trailers, pets, motorcycles, firearms, or other items as declared by the TPA.

SECTION XII – Meal and Hotel Expenses

1. Advance trip to secure new residence:

Employees will be allowed meals, lodging, and transportation costs for a maximum of four nights of lodging and five days of meals for advance trips to the new location to secure a new permanent residence.

Reimbursement allowed for meals and lodging will be the actual expenditure made for these items. Transportation allowed will be either by use of an official state vehicle or reimbursement for use of a personal vehicle at the current approved rate. If an official state vehicle is to be used, the employee must contact the Controller's Division to determine the commute value of this benefit.

2. During the move:

Employees will be allowed mileage, at the current rate, from the old location to the new location for not more than two personally owned vehicles. Meals and lodging for the employee will be allowed for the day household goods are being loaded, while goods are in transit, and the day on which goods are being unloaded, not to exceed a total of three days. Meals and lodging allowed will be the actual expenditure made for these items within policy guidelines.

3. For closing on the sale and/or purchasing of homes:

Employees will be allowed mileage, meals, and lodging for up to one night and two days each for closing on the sale of the old home and purchase of the new home.

4. Expense coding and forms:

Employees' time away from work, as allowed in numbers 1, 2, and 3 above, will be covered as department time. Additional time off, if needed, will be charged to annual leave or compensatory time. Employees should submit Monthly Expense Report Form MO300-0966N for personal expenses, attaching the necessary receipts.

SECTION XIII – College Civil Engineer Graduates

A one-time stipend will be provided to recent college civil engineer graduates who have to relocate to begin full-time employment with the department. This stipend is offered to help offset the costs associated with moving. The employee will receive the stipend only after completing the move, which must be completed within 12 months of his/her full-time hire date and completing Form A-428, "Invoice for Relocation Assistance." Please check with the Human Resources Division for listing of college specific stipends.

SECTION XIV – Taxation of Reimbursement

Federal income tax laws require most of the relocation expenses paid by an employer on behalf of an employee to be reported as income on the employee's W-2 (Wage and Tax Statement) for the year in which payment is made. Employees should consult with a tax advisor regarding relocation reimbursements and the tax liability they may have on the reimbursements they receive.

CROSS REFERENCES

Personnel Policy 1016, "Salary Increases"

Employee Relocation Handbook (This handbook can be found on the Human Resources Division website.)

Section 387.120: "Revised Statutes of Missouri"

FORMS

Form MO300-0966N – Monthly Expense Report

(Instructions for installing this form can be located on the Controller's Division website.)

Form A428 – Invoice for Relocation Assistance

(This form can be found on the Controller's Division website under the "Forms" link.)

Form P-23 – Moving Household Goods Bid Form

(This form can be found on the Human Resources Division website under the "Forms" link.)

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

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

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. 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.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. 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.