



PETE K. RAHN
Director

RICH TIEMEYER
Chief Counsel

PAMELA HARLAN
Secretary

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

September 18, 2008

RFP NOTIFICATION PAGE

RFP Coordinator/Contact

Ms. Cheryl Bonner
Senior General Services Specialist
Missouri Department of Transportation
830 MoDOT Drive, P. O. Box 270
Jefferson City, MO 65102
PHONE: 573.526-8194; FAX: 573.526.1218 MAIL: Cheryl.Bonner@modot.mo.gov

RFP Number

MoDOT has assigned the following RFP identification number – it should be referenced in all communications regarding the RFP: 6-081017CB.

Solicitation Deadline

All proposals must be submitted no later than **October 17, 2008 at 2:00 PM CDT** per the terms and conditions of this RFP.

Request for Proposal

MoDOT is currently seeking proposals from qualified offerors who can provide **Safety Toe Footwear Mobile Sales and Fitting Services**. If you would like information on this Request for Proposal, please log on to our website, http://www.modot.mo.gov/business/contractor_resources/Commodities.htm and follow the below procedures:

- Click on Central Office & Statewide Contracts Map to the left of the page.
- Under the Title Column, select 6-081017CB Safety Toe Footwear Mobile Sales and Services.

After an award is made, the results of the tabulation will be posted on the website listed above under the Tabulation Column.

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

If you do not have access to the Internet, or if you have questions regarding this RFP, please contact the RFP Coordinator for your copy of the RFP.

This document constitutes a RFP, and solicits competitive sealed proposals from qualified offerors to provide Safety Toe Footwear Mobile Sales and Fitting Services. The issuance of this RFP in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

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

Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.



Pete K. Rahn, Director



2007 Missouri Quality Award Winner

CCO Form: GS14
Approved: 02/06 (AR)
Revised: 07/08 (AR)
Modified:

REQUEST FOR PROPOSALS
SAFETY TOE FOOTWEAR MOBILE SALES AND FITTING SERVICES
RFP 6-081017CB

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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 original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Cheryl Bonner, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to Ms. Cheryl Bonner, General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., October 17, 2008.

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

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Statewide Safety Toe Footwear Mobile Sales and Fitting Services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** MoDOT operates under a decentralized organization with Central Office in Jefferson City. This Central Office provides staff assistance and functional control for the various departmental tasks in 10 geographical districts. Each district contains about 10 percent of the total road mileage in the state highway system.
- MoDOT employs approximately 6,400 full-time employees. About 80 percent of those employees work in the 10 districts with the remainder working in the various functional units of the Central Office. Approximately 1,300 of those employees are supervisors.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The effective date of the initial contract shall be January 1, 2009 through December 31, 2009, with an option for four (4) one-year period extensions at the sole discretion of MHTC.

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

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

(B) Specific Requirements: The Offeror will provide to the Procurement Unit four copies of a program proposal which will include the following:

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

(C) Minimum Product Requirements:

1. The Offeror shall offer both steel and nonconductive composite safety-toe footwear. Foot protection offered shall meet or exceed the American Society for Testing Materials (ASTM) F2413-05 or the American National Standards Institute (ANSI) Z41 PT 99 Standard for Personal Protective Footwear Classification I-75 for impact and C-75 for compression resistance.
2. Offeror must offer at least one safety-toe footwear product with the following additional safety features.
 - Metatarsal guards both internal and external
 - Electrical hazard protection
 - Static dissipative footwear
 - Puncture resistance
 - Conductive footwear
3. Offeror may be required to provide representative samples of various footwear styles offered in response to this RFP.

(D) Minimum Delivery Requirements:

1. The Successful Offeror must provide a mobile sales unit to serve a minimum of twelve locations in each of the following districts and headquarters:

District 1	St. Joseph, MO	District 7	Joplin, MO
District 2	Macon, MO	District 8	Springfield, MO
District 3	Hannibal, MO	District 9	Willow Springs, MO
District 4	Kansas City, MO	District 10	Sikeston, MO
District 5	Jefferson City, MO	Central Office	Jefferson City, MO
District 6	St. Louis, MO		

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

3. Safety-toe footwear mobile unit visits must be made to each location a minimum of two times per year. The successful Offeror must stay on site for the entire time agreed upon with the local representative. Services shall be provided between the hours of 7:30 a.m. and 4:00 p.m. Local representative will coordinate the annual schedule with the successful Offeror no later than November 21, 2008. Any changes to the agreed upon schedule must be approved by the local MoDOT representative. In the event of a roadway emergency response situation (snow, flood, etc.), MoDOT reserves the right to cancel services at any time prior to the date of service. In the event of such cancellation, the successful Offeror will be required to reschedule the cancelled visit to be performed within sixty days of said cancellation. Successful Offeror shall furnish bulletin notices for all buildings in each district or central office facility at least six weeks prior to the scheduled visit. This bulletin notice shall serve to inform employees of upcoming visits and this information shall include but not be limited to date, time and location.

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

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

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

6. MoDOT anticipates awarding this contract on or near January 1, 2009. Successful Offeror shall be required to communicate with applicable District and Central Office contacts regarding the establishment of site visits during the following year. During contract renewal, the scheduling process shall take place during the months of October and November that precede the applicable contract year. Any additional dates beyond those required in the contract or not agreed to by November 21, 2009, shall be based upon successful Offeror availability.

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

(E) Minimum Service Requirements:

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

(F) Minimum Billing and Payment Requirements:

1. MoDOT is a tax-exempt entity. Successful Offeror shall handle reporting and payment of sales taxes in accordance with local, state and federal taxing laws and requirements.
2. The Department allowance for the basic footwear purchase for either internal or external metatarsal guards for each employee purchasing footwear will be paid by verbal or written purchase order. MoDOT shall provide list of employees authorized and applicable organization number and a blanket purchase order.
3. Successful Offeror must provide each employee and the Department Representative with a sales ticket detailing the employee name, social security number, organizational work unit number, MoDOT Purchase Order number, style, size, price and department allowance as indicated on the written or verbal purchase order. Employees are required to sign both copies of the sales ticket at the time the shoes/boots are received.
4. Successful Offeror will provide an itemized invoice for all allowances per purchase order owed by the Department. This shall include but not be limited to employee name, last four digits of employee social security number, employee organizational work unit number, department allowance due and payable and a copy of the employee's signed purchase form. Successful Offeror must also provide a summary report of purchases with employee name, last four digits of employee social security number, organizational work unit number and item(s) purchased for auditing purposes. Original documents described above shall be submitted to the applicable District Business and Benefits unit or the Central Office Controller's division accounts payable section with a copy to Central Office Risk and Benefits Management division. This information shall be provided on a monthly basis.

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

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

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award contract. These same contract provisions will appear in the post-award 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 Jeff Padgett is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Risk and Benefits Management division. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Risk and Benefits Management division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the 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. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the offeror. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.

2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subofferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (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) **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.
- (L) **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.
- (M) **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.
- (N) **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.

- (O) **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.
- (P) **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.
- (Q) **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.
- (R) **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.
- (S) **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.
- (T) **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.
- (U) **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.

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

(A) SUBMISSION OF PROPOSALS

1. **Signature:** Proposals should be signed and returned (with necessary attachments) to Ms. Cheryl Bonner 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. Cheryl Bonner, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-8194 Email address: cheryl.bonner@modot.mo.gov.
5. **Written Questions:** Any pre-submission question(s), comment(s), concern(s) or request(s) for clarification regarding RFP or proposal requirements shall be submitted **on or before 2:00 p.m., Central Daylight Time, October 3, 2008**, by facsimile transmission (fax), electronic mail (email), or in writing, to Ms. Cheryl Bonner at the address listed above. No questions about the RFP will be entertained after the due date for written questions.

Responses to the questions will be posted on MoDOT's website at:

http://www.modot.mo.gov/business/contractor_resources/Services.htm in the form of a written addendum. **It is anticipated that this addendum will be issued on October 8, 2008, 3:00 p.m. Central Daylight Time.** No contact with MHTC Board members or other MoDOT staff will be allowed during the RFP process. Any contact with these individuals will be grounds for disqualification. **It will be the responsibility of the Offeror to access MoDOT's website in order to obtain any and all addenda issued during the course of this RFP process.**

(B) REQUIRED ELEMENTS OF PROPOSAL

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

3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

- A. Billing Requirements; (25%)
- B. Delivery; (20%)
- C. Product Warranties; (20%)
- D. Product Requirements; (20%)
- E. Additional Information; (5%)
- F. References (10%).

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

Product Requirements

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

Service Requirements

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

- g. Describe how your firm will handle exchanges, replacement, adjustments and/or concerns.
- h. Describe any additional warranties offered by your firm.

Delivery Requirements

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

Billing Requirements

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

Additional Information

- a. Provide a list of current government contracts held for the products and services described above. This shall include the entity name, contact person name and telephone number and contract execution date. The above information may be shown on the form attached as EXHIBIT B to this RFP or in a similar manner.
 - b. Describe any applicable discounts available to MoDOT employees and/or the pricing structure utilized by your firm for the products available for sale in accordance with this RFP.
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
 3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

EXHIBIT A

(Duplicate this page if necessary)

FIRM'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

Address _____

City _____ State _____ Zip _____

Person familiar with Performance _____

Title _____ Telephone _____

Description of Prior Services Performed:

Contract Period: From: _____ To: _____

Summary of Services Performed:

PRIOR SERVICES PERFORMED FOR:

Address _____

City _____ State _____ Zip _____

Person familiar with Performance _____

Title _____ Telephone _____

Description of Prior Services Performed:

Contract Period: From: _____ To: _____

Summary of Services Performed:

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The offerors attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Proposals received will be evaluated on the basis of this legislation.

All vendors submitting a proposal must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For proposals to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you must complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

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

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

COOPERATIVE AGREEMENT NOTICE

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

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

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

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

YES _____ NO _____

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

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

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