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Department
of Transportation



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2007 Missouri Quality Award Winner

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REQUEST FOR PROPOSALS

Real Estate Marketing and Consulting Services

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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 (1) original and eight (8) copies, for a total of nine (9) sets, of your sealed written proposal, must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) **to be received on or before 2:00 p.m., Local Time, November 3, 2008**, at the office of the **RFP BUYER OF RECORD:**

Ms. Frankie Ryan, Procurement Agent
Missouri Department of Transportation
General Services - Procurement
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: Frankie.Ryan@modot.mo.gov

All documents must be sealed and should be clearly marked "**Real Estate Marketing and Consulting Services**".

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 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 Real Estate Marketing and Consulting services for selected MHTC Real Property Locations Statewide to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** MHTC and MoDOT have identified the need for real estate consultant services to market excess real property identified throughout the state, including services to enhance the marketability of said excess property in order to optimize their sale. These services are needed to further MHTC and MoDOT's goal of reducing the inventory of real property that is excess to the State Highway system while obtaining the best possible value to the MHTC and MoDOT. To achieve the stated goal, MHTC and MoDOT are seeking qualified firms to analyze selected properties, identify strategies for their disposal, and to execute those strategies through closing of the sales.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract period is from the date of the fully executed agreement through July 1, 2010.
- (E) **Renewal of Contract:** The MHTC may elect to renew this contract. This decision will require mutual written consent of the MHTC and the contractor(s). A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2), twelve month periods, or any portion therein.
- (F) **Time Schedule:** MoDOT will use the following tentative timetable in the selection process, which should result in the selection of a firm by Friday November 14, 2008:

Date	Event
Wednesday, September 24, 2008	Issue RFP and Advertise intent to solicit proposals.
Friday, October 10, 2008 4:00 p.m., Local Time	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
Friday, October 17, 2008	Issuance of Amendment with resolution of any questions not otherwise addressed in this RFP.
Monday, November 3, 2008 2:00 p.m., Local Time	Deadline for submission of proposals and scheduled public reading of the names of Offeror's submitting timely

November 10 through November 13, 2008	received proposals. RFP Evaluation Team schedules interviews with a limited number of Offerors (1 to 3), if deemed necessary.
Friday, November 14, 2008	RFP Evaluation Team prepares a recommendation of award and submits it to the MHTC.
Monday, December 22, 2008	Agreement with selected Offeror(s) finalized.

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

(A) Services: The Offeror shall provide either or both of the following professional services:

1. Consulting Services: For each selected property, or with MHTC approval, group of properties, establish a marketing plan and provide supporting documentation appropriate for each specific property that provides the optimal exposure to all prospective buyers needed to obtain the best value.
2. Marketing Services: Market the selected properties in a manner appropriate for each specific property to provide the optimal exposure to all prospective buyers needed to obtain the best value and provide all the services necessary to close each sale of the property.

(B) Specific Requirements: For either or both of the Services listed above, the Offeror will provide to the MHTC the number of copies of the proposal, as noted in the Introduction, which will include the following:

1. Consulting Services: For each selected property, or with MHTC approval, group of properties, the consulting services may include the performance of the following by the Offeror:
 - a. Establish and complete the title requirements necessary to effectively market and convey MHTC's interest in the property by Quitclaim Deed, or with MHTC's approval, by a Warranty Deed, from the MHTC.
 - b. Provide an appraisal as directed. MoDOT may obtain a separate appraisal, or require the Offeror to obtain an appraisal with MoDOT named as the client, in order to determine a list price for each property.

- c. Provide a plat of the property as directed. MoDOT may provide a survey for any of the properties. If not provided by MoDOT, the sale shall be negotiated to provide for the purchaser obtaining the property survey.
 - d. All property shall be evaluated for the existence of any regulated utility facilities located within the areas to be conveyed, which are not present within a recorded easement. Regulated utility facilities consist of the regulated utilities as defined by the Public Service Commission. The conveyance of MHTC-owned property wherein lay regulated utility facilities, may have implications to the continued presence of the utility facilities in their existing location and the utility providers who own such facilities. It is important to maintain the continuity of utility facilities for the general public; therefore, to identify and minimize potential negative impacts to the present existing location of the utility facilities, the Offeror shall involve utility providers and consider their input in the conveyance processes.
 - e. Provide for other consulting services as directed.
2. Marketing Services: For each selected property, or with MHTC approval, group of properties, the marketing services may include the performance of the following by the Offeror:
- a. Act as the MHTC's (the seller's) broker and, in doing so, comply with all applicable laws, rules, regulations, industry directives guiding the real estate broker profession, including avoid any real or perceived conflict of interest. All listed properties shall be marketed as publicly available for sale for a minimum of 30 days. Offeror's proposal shall include a method of solicitation of offers to purchase the property, as well as selecting among multiple offers on a property, when multiple offers are tendered within the first 30 days. All document forms to be used for the listing, sale, conveyance, etc., are to be provided by MHTC in standard form. These standard forms are available to the offerors upon request. Any revision thereto proposed by the Offeror or the prospective purchaser is subject to approval by MHTC in MHTC's sole discretion.
 - b. Provide for the cooperative use of all other brokers in good standing with the Missouri Real Estate Commission. The cooperating broker may represent the buyer or the transaction.

Property List:

The properties anticipated to be included in this solicitation are listed in Exhibit A. MHTC reserves the right to revise the list of properties included in this solicitation throughout the contract period.

Categorical Exclusion:

MoDOT shall provide an environmental document in the form of a Categorical Exclusion (CE) determination for each site at the time the property is assigned to the successful Offeror. No sale can proceed without a CE. Offeror shall abide by the requirements, if any, established therein. The CE shall not constitute a specific representation as to the environmental condition of the property. Offeror shall bring each property to market with the idea that no potential

purchaser shall rely on the findings of the CE, but shall pursue their own due diligence as to the environmental state of the property.

Progress Report:

In the performance of said services, it is expected that the Offeror shall report the progress of each listed property on a monthly basis. The Offeror shall include a sample progress report with explanations on what the report contains.

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

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to the execution of a post-award contract(s) between the MHTC and the successful Offeror(s). Similar contract provisions will appear in the post-award contract(s). If the parties are unable to agree to terms in the post-award contract(s), 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 Right of Way 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 Right of Way 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 Right of Way 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 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. | |

(V) **Non-Exclusivity:** MHTC reserves the right to obtain “like or similar” services as specified herein from other providers, exclusive of the post-award contract resulting from this solicitation, when use of such other providers to provide these services is deemed in the best interest of MHTC. Further, MHTC reserves the right to conduct Real Estate Marketing and Consulting Services in-house without utilizing the services of the successful Offeror or any other providers, as deemed to be in the best interests of MHTC.

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

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** MHTC shall not make any payment to the successful Offeror(s) for any services rendered by the Offeror(s) until it receives proceeds from the sale of the subject property within six (6) months of the contract period.

The pricing proposed by Offeror shall take into account that payment by MHTC shall be contingent upon the closing of the sale of the property within six (6) months of the contract period. Proposals should be priced, signed and returned (with necessary attachments) to the RFP Buyer of Record as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.
 - a. Any and all communication from Offeror's regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offeror to another contact. Such communication should be received by the date noted in **Section 1: Time Schedule**.
 - b. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.
5. **Official Position of MHTC:** Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
6. **Interview Conference:** After an initial screening process, a technical question and answer conference, interview or oral presentation may be conducted, if deemed necessary to clarify or verify the Offeror(s)' submitted documentation and to develop a comprehensive assessment of the documentation submitted.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience, Expertise and Reliability.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The MHTC will also consider any additional information the Offeror believes will be beneficial to the MHTC in evaluating the Offeror's qualifications. However, any elaborate brochures or voluminous examples are not required nor desired.

In addition to the answers to specific information on the Offeror(s)' experience, the MHTC is interested in the reasons the Offeror believes it should be selected to provide the services described herein. In particular, the MHTC is interested in the unique capabilities of the Offeror. The Offeror(s) should be specific as to the exact services it is requesting to be qualified for and relate this discussion to how the MHTC will benefit from selecting the Offeror(s). The Offeror is to limit the response to not more than a maximum of five (5) pages, single sided, typed, 1" margins, font no smaller than 11 point, Times New Roman or equivalent.

2. **Performance capacity and capability of the Offeror to meet project schedule.** This section should also include the following elements:
 - a. Current or projected workload; ability and capacity to perform the services in a timely manner.
 - b. Methodology to be used.
 - c. Innovative ideas/approaches.
 - d. Cost savings ideas/methods.

3. **Personnel.** Information presented in this section should highlight the Offeror(s)' previous experience, as well as any related work with other state agencies or local governments in Missouri. This section should include information only on the individuals who will perform work on this project. The information provided under this section should be limited to a maximum of ten (10) pages, single sided, typed, 1" margins, font no smaller than 11 point, Times New Roman or equivalent. The submission should include:

- a. Listing of the individuals or sub-consultants to be utilized for a specific discipline.
- b. Details of qualifications of the individuals and sub-consultants to be assigned to the project to include:
 - Individuals or subconsultant resume, background and training, business and professional, academic affiliations. If subconsultants are to be utilized, their experience and credentials must be presented and the methods by which these subconsultants will participate in the process should be stated.
 - An outline of the proposed function of each individual in the proposed engagement.
 - Each individual's office location.
 - Each individual's current project assignments.
- c. An organizational chart for this project.

4. **References.** List at least three (3) references for which the firm, individuals, or sub-consultants provided which are similar in nature to the services requested in this proposal. *MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors.* Limit these references to contacts within the State of Missouri to

whom you have provided similar services over the past three (3) years. The reference list should include:

- a. The client's name, address, telephone number and fax number;
 - b. a brief description of work satisfactorily completed with location;
 - c. dates of contracts;
 - d. names and addresses of owners, and
 - e. name of contact person.
5. **Offeror(s)' proximity to, and knowledge of, the property areas.** The Offeror may choose to provide a proximity map for the property areas identified in the RFP, with detail as to distance and/or travel time requirements to each area.
6. **Affirmative Action Program.** Offerors are encouraged to submit copies of existing affirmative action programs. Please refer to Section 3, Paragraph G, as noted herein, for additional information.
7. **Overall Clarity and Quality of Proposal.** The Offeror is encouraged to detail other information that the Offeror may deem to be advantageous to demonstrate understanding and approach to the work..

(C) **AWARD, EVALUATION CRITERIA AND PROCESS**

1. **Multiple Awards:** The MHTC reserves the right to make awards that are in the best interests of the MHTC, that may include, but not necessarily be limited to, the following award structures:
- a. Issuance of an individual agreement for **Consulting Services**,
 - b. Issuance a individual agreement for **Marketing Services**, or
 - c. Issuance of a combined agreement for both **Consulting Services and Marketing Services**.

Further, multiple awards may also be issued based on the Firm's proximity to the project areas as provided for in this RFP.

2. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
- A. Experience, expertise and reliability;
 - B. Capacity and capability of the Offeror to meet project requirements
 - C. Firm's proximity to, and knowledge of, the project areas.
 - D. Fees and expenses
 - E. Recommendations from references
 - F. The affirmative action program of the Offeror, and
 - G. Overall clarity and quality of proposal

3. **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.
4. **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.