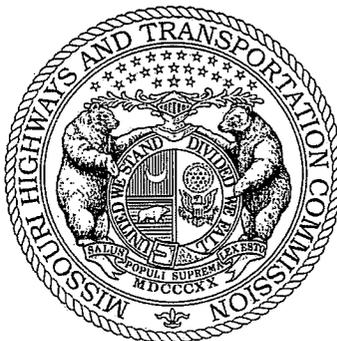


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 Approved: 06/01 (BDG)  
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 Modified: 02/09 (DW)



**REQUEST FOR PROPOSALS**

**CONSULTING SERVICES AGREEMENT FOR  
 COMPREHENSIVE REVIEW AND REVISION OF  
 INTELLIGENT TRANSPORTATION SYSTEMS FOR  
 COMMERCIAL VEHICLE OPERATIONS (ITS/CVO)  
 MISSOURI STATE BUSINESS PLAN**

**RFP 6-090309CB  
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**LIST OF ACRONYMS**

<b>CVIEW</b>	Commercial Vehicle Information Exchange Window System
<b>CVISN</b>	Commercial Vehicle Information Systems and Networks
<b>CSA 2010</b>	Comprehensive Safety Analysis 2010
<b>FMCSA</b>	Federal Motor Carrier Safety Administration, USDOT
<b>IFTA</b>	International Fuel Tax Agreement
<b>IRP</b>	International Registration Plan
<b>ITS/CVO</b>	Intelligent Transportation Systems for Commercial Vehicle Operations
<b>MCSAP</b>	Motor Carrier Safety Assistance Program
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>MOU</b>	Memorandum of Understanding
<b>MSHP</b>	Missouri State Highway Patrol
<b>RFP</b>	Request for Proposals
<b>SAFER</b>	FMCSA Safety and Fitness Electronic Records System
<b>UCR</b>	Unified Carrier Registration System
<b>USDOT</b>	United States Department of Transportation

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**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 **10:00 a.m., March 9, 2009.**

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to this 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.

\_\_\_\_\_  
E. Jan Skouby, Motor Carrier Services Director

\_\_\_\_\_  
Date

*(Remainder of this page intentionally left blank.)*

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

**(A) Request for Proposal:** This document constitutes a request for proposals from qualified organizations to provide consulting services to MHTC and the Missouri Department of Transportation (**MoDOT**), to prepare an updated Missouri Business Plan for its Commercial Motor Vehicle Information and Systems Network (**CVISN**) program, in accordance with the requirements and provisions stated herein. Throughout this document the proposal will reference the Missouri Business Plan as the "State Business Plan".

**(B) Background:**

**1. Program goals.** The goal of the CVISN program is to improve the safety and efficiency of commercial vehicle operations, by assisting in the development of an Intelligent Transportation System for Commercial Vehicle Operations (**ITS/CVO**). The CVISN program provides the architecture to enable government agencies, the motor carrier industry and other partners to exchange information and conduct business electronically, with reference to:

- A.** Safety information exchange;
- B.** Electronic screening of the qualifications of applicants for carrier and vehicle credentials required by applicable motor carrier laws and regulations (E-Screening); and
- C.** Electronic issuance of required credentials to successful applicants (E-Credentialing).

**2. Missouri's CVISN working group.** As part of the CVISN program requirements for eligibility to receive Federal funding support, States were required to coordinate and deploy capabilities in the three areas identified in the preceding paragraph. In the early 1990's, the State of Missouri established a CVISN working group to plan how our State would exchange information relating to the regulation and licensing of commercial motor vehicles, through the use of standards and various communication protocols. The CVISN working group included representatives of the following participants:

- A.** Missouri Department of Transportation. MoDOT is the lead agency in relationship to implementation of the State's commercial motor vehicle CVISN programs.
- B.** Division of Motor Carrier and Railroad Safety, within the Missouri Department of Economic Development;
- C.** Missouri Highway Reciprocity Commission;
- D.** Missouri Department of Revenue;

E. Missouri State Highway Patrol; and

F. The motor carrier industry.

**3. Original State Business Plan for CVISN.** Missouri prepared its first State Business Plan for implementation of CVISN in September 2000, and that document remains currently in force. A copy of the current State Business Plan document, entitled "Missouri State Business and Program Plan for CVISN", is attached as Appendix A. The current State Business Plan reviewed the history and accomplishments of the State of Missouri with reference to the development of an Intelligent Transportation System for Commercial Vehicle Operations, described the current CVO environment within the State, set forth a strategic direction for Missouri's ITS/CVO activities, identified goals and objectives for the overall program and for specific projects to be undertaken in furtherance of the program, and described specific projects in six specific areas of emphasis to assist the State in meeting those goals and objectives.

**4. Organizational changes since the creation of the original State Business Plan.** Since the development of the original State Business Plan for CVISN, however, a number of organizational changes have significantly affected Missouri's CVO environment. MHTC needs to have the State Business Plan comprehensively revised and updated, to restore the accuracy of the information set forth in the plan, and to renew its relevance and usefulness in light of these organizational changes:

**A.** In 2002, State legislation implemented a reorganization plan that transformed four key State administrative agencies involved in the regulation and licensing of motor carriers. That reorganization plan abolished the former Missouri Highway Reciprocity Commission and the former Division of Motor Carrier and Railroad Safety, transferred to MHTC all of the motor carrier licensing, permitting, and fuel tax powers, duties and functions that were previously delegated to those two agencies and the Missouri Department of Natural Resources, and combined those powers, duties and functions with the overdimension/ overweight special permitting program assigned to MoDOT's Motor Carrier Services Unit, to create a so-called "Carrier One-Stop Shop." Instead of having to deal with as many as four different State agencies, this governmental reorganization has enabled motor carriers to do business with a single State agency, which administers all of the following programs:

- (I) International Registration Plan (**IRP**), for registration and issuance of apportioned license plates for commercial motor vehicles used in interstate commerce;
- (II) International Fuel Tax Agreement (**IFTA**) Program, for the registration, reporting and collection of motor fuel use taxes from operators of commercial motor vehicles used in interstate commerce;
- (III) Operating authority for intrastate for-hire motor carriers;

- (IV) Unified Carrier Registration (**UCR**), for motor carriers engaged in interstate commerce;
- (V) Overdimension/Overweight Special Permitting;
- (VI) Hazardous Waste Transporter Licensing;
- (VII) Waste Tire Hauler Permitting;
- (VIII) House Mover Licensing; and
- (IX) Educational and technical assistance with safety compliance, and enforcement of the Federal Motor Carrier Safety Regulations and Hazardous Materials Regulations, within motor carriers' terminal facilities.

**B.** In 2003, an additional State reorganization plan transferred the powers, duties and functions of the former Division of Highway Safety within the Missouri Department of Public Safety to MoDOT. As a result of that reorganization, MoDOT became the lead agency for the Motor Carrier Safety Assistance Program (**MCSAP**), which provides substantial Federal funding for the motor carrier safety enforcement and commercial motor vehicle inspection activities performed by several State and local law enforcement and regulatory agencies.

**5. Missouri has achieved CVISN core deployment.** During 2008, the Federal Motor Carrier Safety Administration (**FMCSA**) certified that the State of Missouri has satisfied all applicable Federal requirements for its CVISN deployment status to be classified as "Core CVISN compliant". To achieve this CVISN deployment status, a State is required to implement the following CVISN Core (Level 1) capabilities; and the State of Missouri has implemented or established:

**A.** An organizational framework for cooperative system development among state agencies and motor carriers.

**B.** A state CVISN System Design that conforms to the CVISN Architecture, which is capable of including new technology and capabilities.

**C.** All the required elements of the CVISN Core capability areas (Safety Information Exchange, Credentials Administration, and Electronic Screening) using applicable architectural guidelines, operational concepts, and standards.

**D.** Electronic reporting for all commercial motor vehicle and driver inspections using the Federally-approved ASPEN (or equivalent) software system at all inspection sites. The State sends ASPEN data directly to the FMCSA's SAFER database system.

**E.** Exchange of interstate carrier and vehicle data snapshots with the FMCSA's SAFER system.

**F.** A CVIEW system for the exchange of intrastate and interstate data within the state and connection to FMCSA's SAFER system for exchange of interstate data through snapshots.

**G.** Automated, electronic processing of motor carrier applications for State registration and licensing via a Web-based solution. Core deployment requires the State to perform electronic processing of motor carrier applications, electronic issuance of operating authority credentials to motor carriers, and electronic filing, processing, collection of fees and taxes, and issuance credentials relating to International Registration Plan (IRP) and International Fuel Tax Agreement (IFTA) requirements; and readiness to extend the State's program to issue other credentials, such as intrastate operating authority, motor vehicle titling, overdimension/overweight special permitting, carrier registration, and hazardous materials registration. Missouri has successfully implemented electronic processing for all of the above-mentioned applications, registrations and credentials, with the exception of hazardous materials. At this time, Missouri does not have a specific registration program for hazardous materials transportation; however, Missouri does include the issuance of Hazardous Waste Transporter Licenses and Waste Tire Hauler Permits via MoDOT's web-based system.

**H.** Timely updating of the Federal SAFER database with credential information for interstate operators, as actions are taken.

**I.** Timely updating of the Federal CVIEW system with interstate and intrastate credential information, as actions are taken.

**J.** Participation in the IRP and IFTA Clearinghouses.

**K.** Electronic transaction volume of at least 10 percent of the total transaction volume; and achieved readiness to bring on more carriers as carriers sign up, and readiness to extend to branch offices where applicable. Missouri's system currently allows for electronic application for all motor carrier programs, the issuance of all paper credentials to motor carriers either by e-mail or by fax, and multiple types of electronic payment.

**L.** "E-Screening" through the performance of roadside verification at a minimum of one fixed or mobile inspection site. Missouri has a MOU with Help Inc. for roadside verification, which facilitated installation of the PrePass system at 19 sites located within the State. This system verifies a motor carrier's compliance with program requirements and vehicle weight limits on the mainline at highway speeds.

**M.** Active leadership in commercial motor vehicle safety and in working with Missouri motor carriers to meet their needs for compliance in conjunction with their needs to quickly react to today's market place. For example, the State's active participation can be seen by our involvement in the operational model test for Comprehensive Safety Analysis 2010 (CSA 2010), a Federal initiative exploring future directions for promoting commercial motor vehicle and driver safety.

**N.** Implementation of the Performance and Registration Information Systems Management (PRISM) program, by which the State may suspend all motor carrier credentials issued to motor carriers that are placed out-of-service, either for failing to implement the required safety management controls after the carrier has earned an unsatisfactory safety rating, or for nonpayment of Federal penalties for safety violations.

**6. Missouri is developing an Expanded CVISN Program Plan/ Top Level Design.** Since the State has achieved Core CVISN compliance, in accordance with Federal CVISN program requirements, the next phase in the CVISN program calls for Missouri to develop an expanded CVISN program plan and top level design that will continue CVISN planning and project activities beyond the core deployment capabilities. Expanded CVISN is the avenue by which Missouri will maintain and plan the future of our CVISN program, in conjunction with Missouri's intelligent transportation programs in areas related to the commercial motor vehicle. MHTC wants the State Business Plan comprehensively revised and updated, to establish relevant new or revised goals and objectives for the CVISN program, and to provide future guidance and direction for the deployment of expanded CVISN activities, including proposing additional or expanded CVISN projects that are complementary to the current CVISN program in Missouri.

**7. Cooperative partnerships with State and local enforcement agencies and the motor carrier industry.** Although the "Carrier One-Stop" reorganization consolidated many motor carrier regulatory functions into one State agency, the Missouri State Highway Patrol and the Missouri Department of Revenue, as well as local law enforcement agencies, continue to play vital roles in administering and enforcing motor carrier registration and safety requirements within this State. Cooperative partnerships between these governmental entities, and the motor carrier industry, therefore, remain very important to Missouri's successful implementation of its CVISN program, to achieving continued progress in promoting ITS/CVO, and to promoting motor carrier safety. For example:

**A.** MHTC currently partners with the Missouri State Highway Patrol, as well as the St. Louis Metropolitan Police and the Kansas City Police Department, as joint participants in the Motor Carrier Safety Assistance Program (**MCSAP**).

**B.** MHTC also interacts with the motor carrier industry, to participate in joint programs, legislative activities, problem solving, consultation regarding the need for Emergency Declarations, and otherwise to advise and consult on transportation issues and concerns with motor carrier industry associations, including the Missouri Motor Carriers Association, the Missouri Dump Truckers Association, the Missouri Movers Association, the Missouri Propane Gas Association, and the Owner/Operators and Independent Drivers Association (OOIDA). MHTC also provides educational and technical assistance directly to motor carriers regarding compliance with State and Federal rules and regulations.

**C.** MHTC participates in the PrePass Program, along with the Missouri State Highway Patrol, but MHTC desires to expand its involvement in this program, which enables the expedited verification of commercial motor vehicle compliance with relevant

requirements pertaining to credentials and vehicle weight limits. Missouri has applied to HELP, Inc. for one full membership and one associate membership in this organization. By actively participating in this program, our state will be able to continue to further its CVISN goals and further our agency's values of providing the best value for every dollar spent and to further our tangible results to efficiently move goods through our state.

D. While electronic pre-clearance programs such as PrePass have streamlined inspection processes by using communication and transponder technology to keep the safest and most compliant carriers out of weigh and inspection stations, these programs are voluntary and tend to be used most frequently by larger trucking firms that practice qualifying fleet maintenance and safety procedures. Small independent truckers typically do not join these programs because participation costs are perceived to be too high. A large number of trucks must still pass through facilities to be weighed and visually screened by law enforcement personnel, and non-compliant drivers/carriers routinely circumvent these stations. Missouri will be able to improve its screening compliance by instituting the use of a virtual weigh station, in conjunction with the relocation of a fixed weigh station.

E. Therefore, MHTC wants the updated State Business Plan more effectively to address how the CVISN program can facilitate and expand cooperation among the relevant government agencies, and between these government agencies and the motor carrier industry.

**8. Evaluation and reporting requirements for CVISN programs.** The State of Missouri is subject to a variety of Federal and State requirements for evaluating the effectiveness of its current motor carrier programs, and for reporting data and other results from these programs to the Federal government, and various State oversight entities. As a condition of receiving Federal CVISN funding, Missouri annually completes/updates a CVISN self-evaluation form, which provides information on lessons learned, technical challenges, financing, partnering, standards implementation, consistency with the National ITS and CVISN Architectures; benefits of deployment; and cost data for deployment. MHTC wants the updated State Business Plan to address how CVISN can improve the State's performance in identifying, collecting, evaluating, and reporting program data and other relevant information, to better enable the State to meet its responsibilities for evaluating and reporting on its motor carrier programs.

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

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

**(A) Summary of Required Services:** The Offeror shall provide all necessary professional, technical, clerical and other services, in conformity with all applicable requirements set forth in this document, to accomplish all of the following results:

1. To gather the necessary information to inform and provide factual support for the proposed drafting of the Updated ITS/CVO State Business Plan, the Offeror shall complete the following activities as provided in this RFP:

A. The Offeror shall complete a comprehensive review, research and evaluation of the existing ITS/CVO State Business Plan, and the past and present ITS/CVO and CVISN programs relating to the operation of commercial motor vehicles within the State of Missouri—whether in intrastate commerce, interstate commerce, or both—as further described in subsection (2)(B) of this RFP;

B. The Offeror shall attend and participate in an On-Site Visit within Jefferson City, Missouri, as further described in subsection (2)(C) of this RFP. During this On-Site Visit, the Offeror shall conduct interviews with representatives of MHTC and MoDOT, MSHP, DOR and, if necessary to fulfill the other requirements of this RFP, with other Federal or State governmental entities involved in Missouri's ITS/CVO or CVISN programs.

C. The Offeror shall conduct interviews with representatives of the motor carrier industry, as further described in subsection (2)(D) of this RFP;

2. Giving due consideration to the results of the review, research and evaluation, the On-Site Visit, and the interviews described above, the Offeror shall prepare and deliver to MHTC's Project Manager, in conformity with the applicable requirements described in subsections (2)(E) and (2)(F) of this RFP, five copies of each of the following documents, which are referred to collectively in this RFP as the "State Business Plan":

A. A Preliminary Outline of the Updated ITS/CVO State Business Plan;

B. A Preliminary Draft of the Updated ITS/CVO State Business Plan;

C. A Completed Draft of the Updated ITS/CVO State Business Plan;

D. The ITS/CVO State Business Plan (Final Version); and

E. If applicable, an ITS/CVO State Business Plan (*Revised* Final Version).

**(B) Specific Requirements for the Offeror's Review, Research and Evaluation Services:** The Offeror shall perform the required review, research and evaluation services to establish a general factual basis to inform and guide the Offeror in its conduct of the required interviews and its preparation of the State Business Plan.

1. This review, research and evaluation shall consider, and to the extent pertinent to Missouri's ITS/CVO and CVISN programs, make written factual findings with reference to the following subjects:

A. The relevant State and Federal statutes, rules, regulations and orders, which govern or otherwise affect these activities;

B. The past, present and prospective relationships and interactions between MHTC and:

- (I) MHTC's relevant personnel, constituents, vendors and customers;
- (II) The motor carrier industry, including for-hire motor carriers, private motor carriers, and their representatives, intermediaries and liability insurers;
- (III) Other Federal, State and local governmental entities involved in the administration, promotion, enforcement or funding of commercial motor vehicle and driver safety, and
- (IV) Any other relevant individuals or entities;

C. The resources that are currently available to fund, to assist or otherwise to promote Missouri's ITS/CVO and CVISN programs, or that reasonably may become available for these purposes within the next five years;

D. Relevant characteristics of the State of Missouri's geography, economy, infrastructures, population, and other major factors and trends that have substantially affected the transportation of goods by commercial motor vehicles, or that are likely to substantially affect such transportation within the next five years; and

E. Any other subjects that the Offeror reasonably determines will be materially relevant to its fulfillment of the work required by this RFP.

2. The Offeror may perform these review, research and evaluation services throughout the time preceding the delivery of the Updated ITS/CVO State Business Plan (*Revised Final Version*). However, it is anticipated that the Offeror will perform most of this work before delivery of the Preliminary Draft of the Updated ITS/CVO State Business Plan.

**(C) Specific Requirements for the On-Site Visit:** One or more individual representatives designated by the Offeror shall attend and participate in the On-Site Visit with representatives of MHTC and other CVISN stakeholders, in Jefferson City, Missouri, in conformity with the specific requirements in this subsection.

1. The Offeror shall complete the On-Site Visit on or before the latest date within the period specified in the applicable provisions of the schedule in subsection (2)(F) of this RFP.

2. The On-Site Visit will require the attendance and participation of the Offeror's representative(s) for not less than two consecutive weekdays, between the hours of 7:30 AM and 4:00 PM. The Offeror will schedule the specific dates for the On-Site Visit in cooperation with, and upon reasonable notice to, MHTC's Project Manager.

3. The agenda for this On-Site Visit shall include *at least* the activities described in the following subparagraphs:

A. MHTC will provide the Offeror a guided tour of MoDOT Motor Carrier Services Division's main office facilities at 1320 Creek Trail Drive, Jefferson City, Missouri, 65109, and an overview of relevant MoDOT operations.

B. The Offeror shall perform an on-site review of MHTC's relevant information systems and technology used in the CVISN program;

C. The Offeror shall conduct interviews with relevant MoDOT personnel, as mutually agreed between the Offeror and MHTC, to assist the Offeror in completing the contractual requirements.

D. The Offeror shall conduct interviews with representatives of MHTC's governmental partners in the CVISN program, including, at a minimum, MSHP and DOR. MHTC will be reasonably available for consultation with the Offeror (by telephone and E-mail, or by other means as mutually agreed) concerning which specific representatives of MHTC's governmental partners the Offeror should interview.

E. After concluding the initial On-Site Visit, and the required interviews with relevant personnel of MoDOT, MSHP and DOR, during the remainder of the period authorized by subsection (2)(F) of this RFP for the On-Site Visit, the Offeror *MAY* begin conducting interviews with motor carrier industry representatives, to assist the Offeror in completing the contractual requirements.

**(D) Specific Requirements for the Interviews with Motor Carrier Representatives:**

The Offeror shall conduct interviews with representatives of the motor carrier industry, in conformity with the specific requirements in this subsection

1. The Offeror shall complete these interviews on or before the latest date within the period specified in the applicable provisions of the schedule in subsection (2)(F) of this RFP.

2. The Offeror shall interview motor carrier businesses, included in a Missouri listing provided by the MHTC, from the following categories:

**A. Category 1. Sample of IRP Account Holders**

<b>Number of Power Units Per IRP Accounts</b>	<b>Number of Active Accounts</b>	<b>Percent in Each Category</b>	<b>Minimum Number of Interviews to be completed by Vendor</b>
1-5	5,241	82.9%	7
6-99	1,029	16.3%	1
100-999	46	0.7%	1
Over 999	6	0.1%	1
<b>Total</b>	<b>6,322</b>	<b>100%</b>	<b>10</b>

**B. Category 2. Hazardous Waste Transporter/Waste Tire Transporter –**  
A random selection of two (2) Hazardous Waste Transporters and two (2) Waste Tire Transporters.

**C. Category 3. Oversize/Overweight Transporters –** A random selection of three (3) transporters who routinely request permits and three (3) transporters of superloads.

3. The Offeror shall interview not less than three (3) industry associations that engage in representative or support service activities collectively on behalf of motor carriers, or on behalf of a particular portion or segment of the motor carrier industry. The Offeror shall make reasonable efforts to select these interviewees so as to represent reasonably diverse portions or segments within the motor carrier industry. For example, these may include representatives of for-hire motor carriers, private motor carriers, shippers of goods by motor vehicle, and brokers or other intermediaries who represent such entities, who have interests in the intrastate or interstate transportation of a reasonable variety of cargoes, e.g., passengers in charter, non-charter or specialized service (but not including "taxicabs" as that term is defined in section 390.020, RSMo), general commodities, commodities in bulk, hazardous materials, household goods, overdimension or overweight loads, and other specialized cargoes.

4. Except as otherwise specifically required in this RFP, the Offeror may conduct any of these interviews in person, or by telephone, or by other electronic means that facilitate interactive communication between the participants. The Offeror shall keep reasonable minutes, notes or other records of each interview it conducts. At a minimum, the record of each interview shall include the following information:

- A. The date, time, manner and location of the interview;

- B. The identity of the individual participants, and their contact information;
- C. Who or what entity or entities the participants represented during the interview (if applicable);
- D. The general subject matter discussed during the interview; and
- E. Any general or specific information gathered during the interview that the Offeror considers relevant to its fulfillment of the work described in this RFP.

5. MHTC will be reasonably available for consultation with the Offeror (by telephone and E-mail, or if mutually agreeable, by other means) concerning which representatives of the motor carrier industry should be interviewed by the Offeror.

**(E) Specific Requirements for Preparing and Delivering the State Business Plan:**

The Offeror will complete and deliver to the Project Manager, five printed copies, and one electronic copy (e.g., on a disk or other recording medium, or via E-mail attachment), of each of the documents identified in paragraph (2)(A)2. of this RFP. Each of these documents shall be delivered in conformity with the applicable requirements in this subsection, not later than the applicable due date set forth the schedule in subsection (2)(F) of this RFP. The Offeror shall promptly provide MHTC with any requested information reasonably relating to the Offeror's preparation of any of these documents.

**1. Preliminary Outline.** In addition to any other requirements that are applicable as provided in this RFP, the Preliminary Outline of the Updated ITS/CVO State Business Plan shall meet the specific requirements described in this paragraph.

**A.** The Preliminary Outline shall present the Offeror's major ideas, themes, or concepts addressing the substantive requirements for the State Business Plan as set forth in subparagraph (2)(E)4.B. of this RFP, arranged in an outline, summary or bulleted list format. This document shall include at least the headings and major subheadings of each title, chapter, part, division, or subdivision that the Offeror tentatively plans to include within the proposed State Business Plan.

**2. Preliminary Draft.** In addition to any other requirements that are applicable to the State Business Plan as provided in this RFP, the Preliminary Draft of the Updated ITS/CVO State Business Plan shall meet the specific requirements described in this paragraph.

**A.** The Offeror shall prepare the Preliminary Draft by revising and extending the Preliminary Outline, to include preliminary textual development of the major concepts, theories, and ideas that were outlined or suggested in the Preliminary Outline of the Updated ITS/CVO State Business Plan, and preliminary supporting data, addressing the substantive requirements for the State Business Plan as set forth in subparagraph (2)(E)4.B. of this RFP. The Preliminary Draft shall include draft body text—at least in rough or tentative form—which addresses a substantial majority of the headings and major subheadings within each title, chapter, part, division, or subdivision

that the Offeror expects to include within the State Business Plan. The Preliminary Draft shall clearly demonstrate or explain how the Offeror has responded to any questions, comments, suggestions and requests received from MHTC following MHTC's review of the Preliminary Outline.

**B.** After reviewing the Preliminary Draft, MHTC will provide the Offeror with relevant questions, comments, suggestions, requests, and proposed amendments or additions to the document, which MHTC considers necessary or appropriate to improve the State Business Plan, to facilitate the State Business Plan's ultimate approval by FMCSA, and to achieve the purposes and meet the requirements stated in this RFP.

**3. Completed Draft.** In addition to any other requirements that are applicable to the State Business Plan as provided in this RFP, the Completed Draft of the Updated ITS/CVO State Business Plan shall meet the specific requirements described in this paragraph.

**A.** The Offeror shall prepare the Completed Draft by revising and extending its Preliminary Draft of the Updated ITS/CVO State Business Plan, to include a thorough textual development of all major concepts, theories and ideas that were addressed in the Preliminary Draft. The Completed Draft shall include draft body text, in completed form, which addresses every heading and subheading within each title, chapter, part, division, or subdivision that the Offeror expects to include within the State Business Plan. The Completed Draft shall clearly demonstrate or explain how the Offeror has responded to any questions, comments, suggestions and requests received from MHTC following MHTC's review of the Preliminary Draft.

**B.** After reviewing the Preliminary Draft, MHTC will provide the Offeror with relevant questions, comments, suggestions, requests, and proposed amendments or additions to the document, which MHTC considers necessary or appropriate to further improve the State Business Plan, to facilitate the State Business Plan's ultimate approval by FMCSA, and to achieve the purposes and meet the requirements stated in this RFP.

**4. Final Version.** In addition to any other requirements that are applicable to the State Business Plan as provided in this RFP, the Updated ITS/CVO State Business Plan (Final Version), shall meet the specific requirements described in this paragraph.)

**A.** The Offeror shall prepare the Final Version by revising the Completed Draft of the Updated ITS/CVO State Business Plan, in accordance with all comments, suggestions and requests received from MHTC in response to its review of the Completed Draft. The Completed Draft shall clearly demonstrate, explain, or be accompanied by a written explanation showing how the Offeror has responded to any questions, comments, suggestions and requests received from MHTC following MHTC's review of the Completed Draft.

**B.** The Final Version shall include body text, in its proposed final form, which complies with each of the following substantive requirements:

- (I) The State Business Plan shall include a description of the state's goals, mission statement and objectives; a description of Missouri's current CVO environment; a detailed description of the projects in progress, to be implemented or at a conceptual level; relative priorities; the technical approach of implementation; organizational responsibilities and management; schedules and milestones; funding needs and possible funding sources.
- (II) The State Business Plan shall include suggestions for addressing how MHTC may encourage increased motor carrier participation in Missouri's CVISN program.
- (III) The State Business Plan shall also include data security; interoperability; process changes; policy changes; institutional barriers; expertise; and other issues as needed.
- (IV) The State Business Plan shall define and lay out the framework for proposed commercial motor vehicle and driver safety improvement projects over the next 3 to 5 years that incorporate MHTC's values and tangible results, including plans and proposed specifications relating to the implementation, proposed participants, budgeting, funding sources, goals and objectives, of these projects, and any proposed or needed policy changes; improved business processes; facilities and technical changes that may be needed to successfully implement and complete these projects.
- (V) The State Business Plan shall incorporate "best practices" of other states in planning future CVISN projects.
- (VI) The State Business Plan shall be updated to reflect changes in state and federal rules and regulations as needed.
- (VII) The State Business Plan shall be prepared in accordance with CVISN guidelines and recommendations approved by the Federal Motor Carrier Safety Administration. See CVISN architecture and standards at CVISN web site: <http://cvisn.fmcsa.dot.gov>.
- (VIII) The State Business Plan shall describe proposed interactions with State agency partners and with the motor carrier industry relating to the CVISN program, and shall reasonably explain and evaluate feedback received by the Offeror from cooperating governmental and industry partners, relating to the development of the updated State Business Plan, and proposed future ITS/CVO program objectives and activities.
- (IX) The State Business Plan shall achieve conformity with all applicable Federal requirements.

C. Upon receipt of the Updated ITS/CVO State Business Plan from the Offeror, MHTC will submit it to the Federal Motor Carrier Safety Administration (FMCSA) for its review and approval. The State Business Plan will be considered completed when it is approved by the Federal Motor Carrier Safety Administration.

**5. Revised Final Version.** In addition to any other requirements that are applicable to the State Business Plan as provided in this RFP, the Updated ITS/CVO State Business Plan (*Revised Final Version*), shall meet the specific requirements described in this paragraph.

A. The Offeror shall deliver this *Revised Final Version* of the plan document only if the Updated ITS/CVO State Business Plan (Final Version) is not approved by FMCSA within forty-five days after submission to the FMCSA Field Administrator in Jefferson City, and MHTC requests the Offeror to further revise the Updated ITS/CVO State Business Plan (Final Version) for the purpose of gaining FMCSA's approval of the updated State Business Plan. MHTC will notify the Offeror of the date, if any, when the Offeror will be required to deliver the Updated ITS/CVO State Business Plan (*Revised Final Version*) to MHTC. If this document is required, then MHTC estimates that its due date will be approximately October 30, 2009. However, the actual due date may vary depending on the timing of FMCSA's response to the Updated ITS/CVO State Business Plan (Final Version).

B. The Updated ITS/CVO State Business Plan (*Revised Final Version*) shall fully satisfy the substantive requirements that are applicable to the Updated ITS/CVO State Business Plan (Final Version) under paragraph (2)(B)4.B. of this RFP. The *Revised Final Version* of the State Business Plan shall also comply with any other reasonable requirements of which MHTC notifies the Offeror, in response to any information identifying why FMCSA has not approved the Updated ITS/CVO State Business Plan (Final Version).

**6. Document form requirements.** Each document described in this subsection shall be written in the English language. Each page shall be set in black body text on a white background (except that covers may use any combination of text and background colors that provide sharp contrast and are readily legible). Body text shall be set in Arial, Times New Roman, or an equivalent font, in a font size not smaller than 10 points nor larger than 14 points. Page margins shall extend not less than one inch from each edge of every page, and not less than one inch from the nearest edge of the binding on the bound side of each page. Except for the covers, all pages shall be numbered consecutively at the bottom of every page. All copies shall be printed on white paper, with text on one side of the page only, and bound either at the top or on the left side of each page.

**(F) Time Schedule for Required Actions:** In developing the updated State Business Plan, the Offeror shall complete each of the actions described below, within the time required by the following schedule:

<p><b>Not later than the DUE DATE, or within the time period, specified in each row ...</b></p>	<p><b>... the identified Contracting Party or Parties shall complete the ACTIONS described on the same row:</b></p>
<p>February 9, 2009 Friday</p>	<p>MHTC will publish this RFP.</p>
<p>February 20, 2009 Friday, <b>not later than 10:00 AM CST</b></p>	<p>Any person may submit questions seeking clarification of the requirements of the RFP, as provided in paragraph (4)(A)4. Of this RFP.</p>
<p>February 20–24, 2009</p>	<p>MHTC may publish one or more addenda to this RFP, setting forth questions timely received from qualified Offerors as provided in paragraph (4)(A)4. of this RFP, together with MHTC’s answers to those questions.</p>
<p>March 9, 2009 Monday, <b>not later than 10:00 AM CST</b></p>	<p>Qualified Offerors may submit Proposals to MHTC, at the address specified in the Introduction to this RFP.</p>
<p>March 9–March 20, 2009</p>	<p>MHTC will evaluate all Proposals that are timely received from qualified Offerors, which are responsive to this RFP.</p>
<p>March 20, 2009 Friday</p>	<ul style="list-style-type: none"> <li>○ MHTC will select the winning Proposal, concerning which MHTC desires to enter into a proposed Consulting Services Agreement with the Offeror of the winning Proposal.</li> <li>○ MHTC will send written notice of selection to the Offeror of the winning proposal (hereinafter “Offeror”), along with a draft Consulting Services Agreement between MHTC and the Offeror.</li> </ul>
<p>March 20-27, 2009</p>	<p>The Offeror and MHTC will negotiate and agree upon the final terms of the Consulting Services Agreement, consistent with this RFP.</p>
<p>March 27, 2009 Friday</p>	<p>The Offeror shall return to MHTC duplicate originals of the Consulting Services Agreement, containing the terms agreed upon between the parties, each of which shall be properly signed to show the Offeror’s acceptance of the Agreement.</p>

<p><b><i>Not later than the DUE DATE, or within the time period, specified in each row ...</i></b></p>	<p><b><i>... the identified Contracting Party or Parties shall complete the ACTIONS described on the same row:</i></b></p>
<p>April 3, 2009 Friday</p>	<ul style="list-style-type: none"> <li>○ MHTC's authorized representatives will sign both duplicate originals of the Consulting Services Agreement to confirm MHTC's acceptance of the Agreement. That Agreement will not become effective until MHTC's authorized representatives have fully executed the agreement on behalf of MHTC.</li> <li>○ MHTC will promptly send a duplicate original of the fully-executed Consulting Services Agreement to the Offeror.</li> </ul>
<p>April 3-30, 2009</p>	<p>On-Site Visit in Jefferson City, Missouri.</p>
<p>April 15-30, 2009</p>	<p>First Monthly Status Meeting between authorized representatives of the Offeror and MHTC.</p> <ul style="list-style-type: none"> <li>○ Unless MHTC and the Offeror mutually agree to a different meeting format, this meeting shall be conducted by means of a conference telephone call that is arranged and initiated by the Offeror, and scheduled with MHTC's CVISN Project Manager.</li> </ul>
<p>April 30–July 1, 2009</p>	<ul style="list-style-type: none"> <li>○ After concluding the initial on-site visit with MoDOT Motor Carrier Services and interviews with MSHP and DOR, during this period the Offeror SHALL conduct interviews with motor carrier industry representatives, to assist the Offeror in completing the contractual requirements.</li> <li>○ MHTC will be reasonably available during this period (by telephone and E-mail, or if mutually agreeable, by other means) for consultation with the Offeror concerning which motor carrier industry representatives the Offeror should interview.</li> </ul>
<p>May 15-31, 2009</p>	<p>Second Monthly Status Meeting between authorized representatives of the Offeror and MHTC.</p> <ul style="list-style-type: none"> <li>○ Unless MHTC and the Offeror mutually agree to a different meeting format, this meeting shall be conducted by means of a conference telephone call that is arranged and initiated by the Offeror, and scheduled with MHTC's CVISN Project Manager.</li> </ul>

<p><b>Not later than the DUE DATE, or within the time period, specified in each row ...</b></p>	<p><b>... the identified Contracting Party or Parties shall complete the ACTIONS described on the same row:</b></p>
<p>June 2, 2009 Monday</p>	<ul style="list-style-type: none"> <li>○ The Offeror shall deliver to MHTC a PRELIMINARY OUTLINE OF THE UPDATED STATE BUSINESS PLAN.</li> <li>○ The Offeror may deliver to MHTC the Offeror's First Invoice, seeking an initial progressive payment in an amount not to exceed 25% of the total contract price.</li> </ul>
<p>Within a reasonable time after MHTC receives the Preliminary Outline of the Updated State Business Plan and Offeror's First Invoice</p>	<p>MHTC will review the Preliminary Outline of the updated State Business Plan, and Offeror's First Invoice.</p>
<p>Within a reasonable time after MHTC approves the Preliminary Outline of the Updated State Business Plan and Offeror's First Invoice</p>	<p>MHTC will initiate the first progressive payment to the Offeror, in an amount not to exceed 25% of the total contract price.</p>
<p>June 15-30, 2009</p>	<p>Third Monthly Status Meeting between authorized representatives of the Offeror and MHTC.</p> <ul style="list-style-type: none"> <li>○ Unless MHTC and the Offeror mutually agree to a different meeting format, this meeting shall be conducted by means of a conference telephone call that is arranged and initiated by the Offeror, and scheduled with MHTC's CVISN Project Manager.</li> </ul>
<p>July 1, 2009 (Wednesday)</p>	<ul style="list-style-type: none"> <li>○ The Offeror shall submit to MHTC a PRELIMINARY DRAFT OF THE UPDATED STATE BUSINESS PLAN; and</li> <li>○ The Offeror may deliver to MHTC the Offeror's Second Invoice, seeking a second progressive payment in an additional amount not to exceed 25% of the total contract price.</li> </ul>

<p><b>Not later than the DUE DATE, or within the time period, specified in each row ...</b></p>	<p><b>... the identified Contracting Party or Parties shall complete the ACTIONS described on the same row:</b></p>
<p>Within a reasonable time after MHTC receives the Preliminary Draft of the Updated State Business Plan and Offeror's Second Invoice</p>	<p>MHTC will review the Offeror's Preliminary Draft of the Updated State Business Plan, and Second Invoice.</p>
<p>Within a reasonable time after MHTC approves the Offeror's Preliminary Draft of the Updated State Business Plan and Second Invoice</p>	<p>MHTC will initiate a second progressive payment to the Offeror, in an additional amount not to exceed 25% of the total contract price.</p>
<p>July 15-31, 2009</p>	<p>Fourth Monthly Status Meeting between authorized representatives of the Offeror and MHTC.</p> <ul style="list-style-type: none"> <li>○ Unless MHTC and the Offeror mutually agree to a different meeting format, this meeting shall be conducted by means of a conference telephone call that is arranged and initiated by the Offeror, and scheduled with MHTC's CVISN Project Manager.</li> </ul>
<p>August 3, 2009 (Monday)</p>	<ul style="list-style-type: none"> <li>○ The Offeror shall submit a COMPLETED DRAFT OF THE UPDATED STATE BUSINESS PLAN to MHTC; and</li> <li>○ The Offeror may submit to MHTC the Offeror's Third Invoice, seeking a progressive payment in an additional amount not to exceed 35% of the total contract price.</li> </ul>
<p>Within a reasonable time after MHTC receives the Completed Draft of the Updated State Business Plan and Offeror's Third Invoice</p>	<p>MHTC will review the Completed Draft of the Updated State Business Plan, and Offeror's Third Invoice.</p>

<p><b>Not later than the DUE DATE, or within the time period, specified in each row ...</b></p>	<p><b>... the identified Contracting Party or Parties shall complete the ACTIONS described on the same row:</b></p>
<p>Within a reasonable time after MHTC approves the Completed Draft of the Updated State Business Plan and Offeror's Third Invoice</p>	<p>MHTC will initiate a second progressive payment to the Offeror, in an additional amount not to exceed 25% of the total contract price.</p>
<p>August 17, 2009 (Monday)</p>	<p>MHTC will deliver to the Offeror its comments and any suggested revisions to the Completed Draft of the Updated State Business Plan.</p>
<p>September 1, 2009 (Tuesday)</p>	<ul style="list-style-type: none"> <li>○ The Offeror shall deliver to MHTC the UPDATED STATE BUSINESS PLAN (FINAL VERSION); and</li> <li>○ The Offeror may submit to MHTC the Offeror's Final Invoice, seeking final payment in an amount equivalent to the 15% unpaid balance of the total contract price.</li> </ul>
<p>Within a reasonable time after MHTC receives the Updated State Business Plan (Final Version) and Offeror's Final Invoice</p>	<p>MHTC will review the Updated State Business Plan (Final Version); and Offeror's Final Invoice.</p>
<p>Within a reasonable time after MHTC approves the Updated State Business Plan (Final Version) and Offeror's Final Invoice</p>	<p>MHTC shall submit the Updated State Business Plan (Final Version) to the FMCSA Field Administrator in Jefferson City, along with MHTC's request for FMCSA's approval of this updated plan.</p>
<p>Until FMCSA approves the Updated State Business Plan (Final Version, or Revised Final Version)</p>	<p>The Offeror shall cooperate with MHTC in revising the Updated State Business Plan (Final Version) as needed to obtain FMCSA's approval of the Updated State Business Plan.</p>

<p><b>Not later than the DUE DATE, or within the time period, specified in each row ...</b></p>	<p><b>... the identified Contracting Party or Parties shall complete the ACTIONS described on the same row:</b></p>
<p>By a date to be specified by MHTC—(estimated to be not later than October 30, 2009)</p>	<p>(If required by MHTC) The Offeror shall deliver the UPDATED STATE BUSINESS PLAN (<i>REVISED FINAL VERSION</i>) to MHTC for its review.</p>
<p>Within a reasonable time after MHTC approves the Updated State Business Plan (<i>Revised Final Version</i>)</p>	<p>(If applicable) MHTC will submit the Updated State Business Plan (<i>Revised Final Version</i>) to the FMCSA Field Administrator in Jefferson City, along with MHTC's request for FMCSA's approval of this revised plan.</p>
<p>Within a reasonable time after MHTC receives written notice that FMCSA has approved the Updated State Business Plan (final version or <i>revised final version</i>)</p>	<p>MHTC shall initiate a final contract payment to the Offeror, in an amount not to exceed the remaining 15% unpaid balance of the total contract price.</p>
<p>December 31, 2009 (Thursday)</p>	<p>The Consulting Services Agreement between MHTC and the Offeror shall expire.</p>

**(G)Expenses Incurred in Connection with the Required Services:** Except as provided in paragraph (2)(G)2., the Offeror shall be responsible for arranging and paying for the costs of all actions performed, and all expenses incurred in connection with performing the services described in this RFP.

1. For example, the Offeror's costs will include the following costs:

A. The costs of transportation overnight lodging, meals, and other travel expenses incurred by or for any representatives of the Offeror, or any motor carrier or governmental entity (except MHTC or MoDOT) interviewed by the Offeror. This includes transportation to, from, and within Jefferson City in connection with the On-Site Visit, and travel to or from any locations for the required interviews.

**B.** The costs of using any equipment or facilities for conducting the required review, research, evaluation, On-Site Visit, or interviews; and

**C.** Any other costs associated with the Offeror's interviews with any persons other than MHTC or MoDOT personnel.

**2.** However, the Offeror will not be responsible, by reason of this RFP or the proposed Consulting Services Agreement, for the payment of any costs incurred:

**A.** By or for any employees of MHTC or MoDOT, for any actions that MHTC or any employee or authorized representative thereof performs on behalf of MHTC in fulfillment of any action that MHTC is required or authorized to perform by this RFP or the proposed Consulting Services Agreement, or

**B.** For the Offeror's use of any equipment or facilities within MHTC's possession and actual control, if that use is authorized by MHTC in furtherance of the purposes of this RFP or the resulting Consulting Services Agreement.

**(H) Consultation with MHTC's Designated Representative or Project Manager.** In addition to the other periodic consultations required in this section, the Offeror shall consult with MHTC's designated representative or project manager regarding any problems involved with the administration of the services provided pursuant to this RFP.

### **SECTION (3): AGREEMENT REQUIREMENTS**

**(A) RFP Subject to Post-Award Negotiated Contract.** The award of this RFP is subject to MHTC's receipt of one or more satisfactory proposals, and the execution of a post-award negotiated contract between MHTC and the Offeror of the winning proposal. This RFP shall be governed by the following contract provisions, and these same contract provisions will appear in the post-award negotiated contract. However, if the parties are unable to agree to terms in the post-award contract, then MHTC may cancel the award of the RFP, and either may select and contract with a different Offeror, or may withdraw the RFP and not select or contract with any Offeror.

**(B) MHTC's Designated Representative and Project Manager:** MoDOT's Motor Carrier Services Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement, and may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. MHTC's designated representative hereby authorizes the project manager assigned to this RFP to send and receive all required notices, and to deliver and receive delivery of all required documents relating to this RFP. The project manager currently assigned to this RFP is identified below:

Barbara Hague  
Special Projects Coordinator  
MoDOT Motor Carrier Services  
1320 Creek Trail Drive, P. O. Box 893

Jefferson City, Missouri 65109-0893  
Telephone: 573-751-7128  
E-mail: Barbara.Hague@modot.mo.gov

**(C) 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.

**(D) 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.

**(E) 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.

**(F) Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of this 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.

**(G) 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 representatives of the Offeror and MHTC.

**(H) 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, 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.

**(I) 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.*).

**(J) Non-employment of Unauthorized Aliens:** Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. As provided in Section 285.530(2), RSMo, every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. A copy of the affidavit referenced above is provided within this document.

1. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**(K) 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. 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. 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 Offeror 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. The Offeror shall include the provisions of this subsection 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.

**(L) 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.

**(M) 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.

**(N) 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.

**(O) 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.

**(P) 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.

**(Q) 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.

**(R) 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.

**(S) Conflict of Interest:**

1. The Offeror represents that it has undertaken a conflict of interest check and that by responding to this RFP, represents that the firm has no actual conflict of interest or the appearance of a conflict of interest in undertaking this representation and agrees not to undertake any representation that may create an actual conflict of interest or give the appearance of a conflict of interest during the performance of the Agreement. In order to carry out this provision, during the term of the Agreement and any extension thereof, the firm further agrees to provide MHTC with written notice of any

representation that the Offeror desires to undertake which may present a conflict of interest or the appearance of a conflict of interest.

2. MHTC's chief counsel shall have the final determination as to what constitutes a conflict of interest pursuant to this provision. The decision by the chief counsel shall be final and without recourse; however, the chief counsel will not make any such decision without first providing the Offeror an opportunity to present comments.

**(T) Maintenance of Records:** 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.

**(U) 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. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

#### **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. 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 or email at [cheryl.bonner@modot.mo.gov](mailto:cheryl.bonner@modot.mo.gov). All written questions must be addressed to Cheryl Bonner no later than 10:00 a.m., CDT, Friday, February 20, 2009. 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/gc\\_bidding/COcommodities.htm](http://www.modot.mo.gov/business/contractor_resources/gc_bidding/COcommodities.htm) in the form of a written addendum. It is anticipated this addendum will be issued on February 24, 2009. It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.

## **(B) REQUIRED ELEMENTS OF PROPOSAL**

**1. Proposed Method of Performance.** The Offeror shall include in its Proposal a written narrative that describes, in reasonable detail, the proposed method or methods by which the Offeror intends to perform the services described in the Scope of Work within Section (2) of this RFP.

**A.** The proposed method of performance will be left to the discretion of the Offeror. However, this narrative must describe with particularity the methods by which the Offeror will perform the required work, in a manner that conforms to the applicable requirements stated in subsections (2)(A), (2)(B), (2)(C), (2)(D) and (2)(E), and within the time limits specified by subsection (2)(F). For example, the Offeror's narrative may address the following issues:

- (I) How will the Offeror conduct the required research and information gathering activities? The Offeror may describe its proposed research methodology, lists or representative examples of the sources it will review or consult, and the expected type and quantity of personal services, information technology, and other resources it will use in conducting the research.
- (II) What, if any, information systems will the Offeror use in performing the proposed work? Please describe the equipment, software, methods, systems and procedures the Offeror will use in its gathering, storage, retrieval and reporting of relevant information. The Offeror should include a description of any methods or controls the Offeror will use to protect data and the confidentiality of data.
- (III) Who or what type of personnel will the Offeror assign to perform each of the specific tasks necessary to complete the required work?
- (IV) How will the Offeror determine whether to interview any governmental agencies or entities in addition to MoDOT, MSHP and DOR—and if so, which ones?

- (V) How will the Offeror determine or select which governmental agencies or entities, and which motor carrier industry representatives it will interview?
- (VI) How will the Offeror schedule and conduct these interviews, and record the information gathered from the interviewees?
- (VII) How will the Offeror compile, evaluate, and apply the information it acquires through its research activities and interviews, in preparing the required documents that are required as components of the updated State Business Plan?
- (VIII) What methods of quality assurance, supervision, internal review, peer review, performance expectations, incentives, or other specific programs, activities or policies, will the Offeror use to ensure that its employees and subcontractors will perform the work required by this RFP in a competent, efficient and cost-effective manner, and in conformity with the requirements in this RFP?

**B.** The proposed method of performance should also identify what essential resources the Offeror will need, and what additional resources (if any) the Offeror is willing to commit to accomplish the work described in this RFP, in consideration of MHTC's payment of the total price stated in Section (5) of this RFP, and should briefly explain how the Offeror will use or apply these resources to accomplish the work. For example, the narrative may describe relevant classes or categories of resources as suggested in the following items:

- (I) What personnel will the Offeror employ, contract with, and otherwise use to accomplish the work? For example, the Offeror may describe these personnel in terms of their quantity, qualifications, relationship to the Offeror, scope of delegated authority, assigned duties and responsibilities, relevant performance expectations, and how the Offeror will assign or distribute the required work among these personnel.
- (II) What facilities, lands or other real property rights or interests will the Offeror occupy, operate, possess or use in performing the work? For example, the Offeror may describe these real property interests by the applicable street address, mailing address, physical location, accessibility, dimensions, the nature and quantity of the real property, the Offeror's rights to or interests in such property, and how the Offeror will use this property in performing the required work.
- (III) What information systems, technologies and resources will the Offeror use to accomplish the work? For example, these information resources may be described in terms of their quantity, specifications, capabilities, locations, availability, uses, functions and purposes in performing the work.
- (IV) What other equipment, materials, or specific and tangible resources (not already described in response to a previous item) will the Offeror use to accomplish the work? For example, these resources may be described generally or specifically, in terms of their

quantity, make, model, specifications, locations, availability, uses, functions and purposes.

- (V) For what additional services, supplies, overhead, or other causes (not already described in response to a previous item) will the Offeror incur *substantial* costs or expenses to accomplish the work required by this RFP?
- (VI) Does the Offeror already possess these resources, or will it acquire them later in time to perform the required work? How will the Offeror assure that the necessary resources will be available at the times and places they are needed in accordance with the proposed method of performance?
- (VII) To what extent will the Offeror either *exclusively* commit the resources described above to performing the work required by this RFP, or share the use of those resources with the Offeror's other work or clientele, which are not covered by this RFP?

**2. Statement of Relevant Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the most recent three-year period, and may identify any additional relevant experience before that period. The statement of relevant experience should include a list of all relevant governmental agencies or officials that the Offeror has served or currently serves. MHTC is especially interested in receiving proposals from any Offeror who has previously prepared an ITS/CVO State Business Plan or CVISN Project Plan for any other State, who has provided consulting services relating to any other CVISN projects, or who has otherwise gained professional experience relevant to this RFP by preparing similar business plans, program plans, or complex technical documents.

**3. References.** The proposal shall include the name, title and telephone number of officers of at least three (3) clients served by the Offeror within the past three years, who have relevant knowledge of the nature and character of the Offeror's work. If the Offeror has provided work similar to the Scope of Work proposed in this RFP for any other State or Federal agencies in the area of commercial motor vehicle operations, then the Offeror must provide references pertaining to each of these agencies, including the name, title and telephone number of contact persons with relevant knowledge of the Offeror's work for those agencies.

**4. Contact Information:** The proposal shall state the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. In addition, the proposal shall list each subconsultant or subcontractor the Offeror intends to use in performing the work required in this RFP (if any), and provide complete contact information for each subconsultant or subcontractor.

**(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, at a price not exceeding MHTC's designated budget for the proposed Agreement. After MHTC has determined the responsiveness of each proposal to this RFP, MHTC will evaluate the qualified proposals based upon the following criteria:

- A. The Offeror's relevant experience, expertise and reliability.
- B. The Offeror's proposed method of performance.
- C. The overall clarity and quality of the proposal, and its conformity to the requirements stated in this RFP;
- D. Recommendations from references with relevant knowledge of the Offeror's work.
- E. The Offeror's affirmative action program.

**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. The Offeror's failure to submit such information may adversely affect MHTC's evaluation of the Offeror's proposal.

**(D) PRICING:**

**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.

C:\Documents and Settings\woods1\Desktop\RFP 6-090309CB-ITS-CVO State Business Plan-draft7.doc

*(Remainder of page intentionally left blank)*

**SECTION (5):  
PRICE PAGE**

**(A) FIXED PRICE AGREEMENT:** The Offeror shall state below a single, fixed price (in U.S. Dollars), in consideration of which the Offeror shall provide all the services described in this RFP, including all documents and other work product to be produced or delivered by the Offeror pursuant to the proposed Agreement, in accordance with all the provisions and requirements stated in this RFP:

1. OFFEROR'S PROPOSED TOTAL CONTRACT PRICE \$ \_\_\_\_\_

**(B) ITEMIZATION OF PROPOSED CONTRACT PRICE:** To facilitate MHTC's evaluation of the Offeror's proposal, and the reasonableness of the Offeror's Proposed Total Contract Price, the Offeror shall give an itemized statement of the major cost items, including the Offeror's component fees, charges, expenses and all other amounts included in its Proposed Total Contract Price specified above:

Description Of Major Cost Items Included In Calculation Of Offeror's Total Contract Price:	Amount Assigned To Each Cost Item:
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
THE SUM OF ALL THE FOREGOING COST ITEMS (THIS AMOUNT SHOULD EQUAL THE AMOUNT OF THE OFFEROR'S PROPOSED TOTAL CONTRACT PRICE):	\$ _____

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**SECTION (6):  
EXHIBITS**

**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 **Missouri Business Plan for its Commercial Motor Vehicle Information and Systems Network (CVISN) program** 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.)



