



Pete K. Rahn, Director

CCO Form: GS14
Approved: 02/06 (AR)
Revised: 01/09 (BDG)
Modified:

**REQUEST FOR PROPOSALS
RFP 6-090618FR
MOBILE RETROREFLECTOMETER SERVICES**

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(added as part of reissue)

LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). ***One original and five (5) copies*** must be mailed in a sealed envelope to Ms. Frankie Ryan, Missouri Department of Transportation (**MoDOT**), Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri, 65109. ***Proposals must be returned to the offices of General Services Procurement no later than 4:00 p.m., Local Time, June 18, 2009.***

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

PROPOSAL

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

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide mobile retroreflector services to MHTC and the Missouri Department of Transportation (**MoDOT or Department**).
- (B) **Background:** The scope of this contract is to collect and report continuous retroreflectivity readings taken with a thirty (30) meter geometry, mobile retroreflector on interstates and other state-maintained roadways in the state of Missouri.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Effective Contract Period:** The effective period of the contract will be from July 1, 2009 or the date of the notice to proceed issued by the Department (which ever is latest) through June 30, 2010.

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

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

Readings will be required upon notification by MoDOT. The Offeror shall begin data collection for Traffic and Research projects a minimum of seven (7) calendar days after receiving notification. Data collection shall be completed within thirty (30) calendar days after receiving notification. For Construction projects more than one-mile in length, the Offeror shall collect data seven (7) to thirty (30) calendar days after line application. For Construction projects less than one-mile in length, the Offeror shall collect data seven (7) to thirty (30) calendar days after line application. Data report shall be received by MoDOT within seven (7) calendar days after data collection. Any adjustments to these schedules will be agreed upon by both parties before data collection begins.

Liquidated Damages: Failure to collect the data within the time frames described will subject the Offeror to liquidated damages. Liquidated damages will not be assessed if failure to collect the data within the specified time frame is beyond the control of the Offeror, such as weather or late notification from MoDOT. The liquidated damages shall be determined by the following table:

Liquidated Damages Table	
Number of days late	Reduction in unit price (percent)
1 to 7	25
8 to 14	50
15 to 21	75
22 or more	100

Estimated Drive Miles: It is estimated that 2,500 drive miles of retroreflectivity readings will be required per contract period for Construction projects and up to 3,000 drive miles for Traffic and Research projects. All retroreflectivity data shall be collected and reported in conformance with the following specifications. The Offeror shall have seven (7) calendar days to submit a final report, as described in the specifications, following completion of data collection for the specified roadway sections.

The retroreflectivity data collected shall be reported in the units millicandellas per meter squared per lux (mcd/m²/lux). The unit of measure for retroreflectivity data collected shall be drive-miles of striping read. Payment will be based on drive-miles read for individual stripes on the roadways, except that double-lines that are spaced within 12-inches shall be read in a single pass of the data collection vehicle and will be considered a single line. On roads where the yellow centerline is visible from both directions, such as two-way, 2-lane roads and 4-lane undivided roads, the centerline shall be read in both directions and will be considered as two (2) passes for payment purposes. The yellow centerline markings on two-way left turn lanes will only be read in the direction of travel from the inside adjacent through lane.

Payment: Payment will be considered full compensation for all mobilization, labor, equipment and material to complete the described work.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit, *one original and five (5) copies of a program proposal* which will include, but not necessarily be limited to, the following:

Equipment

Retroreflectivity readings shall be taken with a thirty (30) meter geometry mobile retroreflectometer.

Scope of Work

The Offeror shall collect and report mobile retroreflectivity readings with a data collection vehicle and a data collection instrument that meet the specifications listed in this RFP in the time allotted elsewhere in this RFP.

Traffic Control

The Offeror shall manage traffic in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), Missouri Standard Specifications for Highway Construction and Missouri Standard Plans, current editions.

Contract Terms

Unless otherwise allowed per the RFP, the terms, conditions and pricing set herein are firm for the life of this contract.

Renewal of Contract

The Department may elect to renew this contract. This decision will require mutual written consent of the Department and Offeror. 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.

Location

The Offeror shall evaluate retroreflectivity of lines on any routes deemed necessary by the Missouri Department of Transportation, Central Office. The Missouri Department of Transportation, Central Office, (as will be further referred to as the Department) will supply the exact routes to be measured.

Weather and Pavement Conditions

The Offeror shall collect data when pavement and markings are dry, clean and no visible moisture is on the road surface. Fog and condensation of morning dew will not be considered as acceptable weather

conditions. If road conditions are less than ideal, the Offeror will provide commentary on the condition of the road and the line.

Daylight Conditions

The Offeror shall collect data during daylight hours only. If the Offeror can show that night readings are comparable with day readings, then they will be considered. The Offeror shall understand and agree that the Department's decision shall be final and without recourse.

Data Collection Vehicle

The vehicle selected for this contract will be capable of:

1. Mobile retroreflectometers shall conform to Manufacture's specifications, and to ASTM (i.e., **ASTM E 1710**) and CIE specifications for determining the retroreflectivity values. Only reflectometers that conform to 30 meter geometry shall be used.
2. Being contained in one driving lane, and operating at highway free flow speeds, without interfering with normal traffic flow.

Calibration

The Offeror shall calibrate the data collection instrument and the data collection vehicle in accordance with the operating manual and calibration guide for the particular machine and vehicle. The Offeror shall verify their equipment with MoDOT equipment at a designated location which will include yellow, white, rumble, and no rumble stripes. This verification shall be conducted at a minimum of twice annually. No direct payment will be made for the required calibration verification. The retroreflectometer shall be calibrated no less than twice per day. Log all calibrations and times performed and make available upon request of the Department.

Repeatability

The Offeror shall conduct periodic testing to verify repeatability of the readings. This testing shall consist of readings taken on the same one-half mile of line by multiple passes of the collection equipment. A minimum of two (2) passes of the same line shall be taken. It is encouraged that this include passes by different pieces of collection equipment, if the Offeror has more than one (1) collection van. Repeatability tests shall be done at the start and at the end of each trip to the state. If the Offeror is in the state for more than one week, additional repeatability tests shall be done such that none are more than seven (7) days apart. The results of the repeatability tests shall be included with the data reports submitted to the Department. No direct payment will be made for the required repeatability tests.

Data Collection Crew

The Offeror shall provide both the equipment and trained personnel sufficient to perform the quality assurance, quality control and data acquisition inspections listed in the contract. Each mobile van shall have at least one (1) technician with a minimum of 2 years experience, to be thoroughly familiar with the equipment, materials, and marking layouts such that he/she shall safely control the mobile and handheld retroreflectometers and perform data collection inspections within the stated parameters.

Data Collection and Reporting

1. Prior to starting data collection, the Offeror shall contact the Department representative for the respective project and indicate the date and approximate time the data will be collected.
2. Encode the data collected with specific information including district number, county, route, job

- number (if applicable), continuous log mile, line color, skip or solid line, left or right skip centerlines, etc. Collect data for each line specified on each route.
3. Material types will be supplied by the Department. Offeror shall be able to differentiate between the types of retroreflective material on the roadway, i.e. paint, thermoplastic, epoxy, tape or other reflective medium. Offeror shall also be able to differentiate readings of different materials if they are placed in the same section, i.e. combinations of paint and tape.
 4. Assess the appearance of the line, i.e. overspray, tracking, etc. Note lines that do not have a good appearance on the daily report sheet and report as subjectivity reading. A scale of one (1) to five (5), with five (5) being a new line, should be used.
 5. Upon award of this contract, the Offeror will provide the Department with a sample format of the data including all information included in this section. The Department will review this data format and make any changes necessary.
 6. Report any problems associated with collection of data.
 7. Data shall be reported in 0.10-mile increments for each line specified to be read.
 8. Summaries of results in relation to Department deduction categories.
 9. The database shall be capable of being queried to provide other summaries such as per contractor, per line type, etc. as requested by the Department.

Provide Data as Follows:

Microsoft Excel® spreadsheets containing the following information:

- Date
- District
- County
- Route
- Job Number (if applicable)
- Direction
- Continuous log mile
- Line type and color (i.e., edge, skip, white, yellow)
- Number of 0.10-mile intervals per day's reading
- Intervals passing minimum retroreflectivity
- Intervals failing minimum retroreflectivity
- Percentage of passing intervals
- Percentage of failing intervals
- List average reading taken at each 0.10-mile interval
- List average for entire line type and color
- Subjectivity reading for each line read

At the end of each workday, retain a copy of the files on the computer hard drive and one copy on separate computer media. Email the information to the Department project contact daily. The information taken during the data collection will remain property of the Department after data collection is finished. Retain a copy of each data file for a period of one (1) year. The Department will notify the vendor if any files are unreadable so that the vendor will either send another file or collect data on these routes again.

(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 a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different Offeror.

- (A) **MHTC's Representative:** MoDOT's Director of System Management 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 Director of System Management. 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 Director of System Management 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 incorporated in this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **DBE/WBE Participation Encouraged:**
 - 1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the

Offeror. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.

2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subOfferors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) Executive Order: The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) Incorporation of Provisions: The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) Prohibition of Employment Of Unauthorized Aliens: 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:

1. Submitting a completed, notarized copy of EXHIBIT C AFFIDAVIT OF WORK AUTHORIZATION and providing documentation affirming the Offeror’s enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

2. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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.

- (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.
 1. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- (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 as provided for herein, 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:** 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.

(T) **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.

(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.

(V) **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 \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

b. Automobile Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

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

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. Frankie Ryan 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. Frankie Ryan, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, phone (573) 522-9481, email Frankie.Ryan@modot.mo.gov.

(B) REQUIRED ELEMENTS OF PROPOSAL

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

(C) EVALUATION CRITERIA AND PROCESS

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

	Maximum Points
A. Experience	25
B. Proposed Method of Performance	15
C. Cost, Fees and Expenses	20
D. Past Performance	15
E. Equipment and Resources	25

Experience (25 points available): The Offeror must provide, either on Exhibit A or another document similar in nature containing all relevant information, the following information related to previous and current services/contracts performed by the Offeror’s organization during the past

three (3) years and any proposed subcontractors similar to the requirements of this RFP. (You must include three (3) companies for reference check purposes.

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- Dates of the service/contract; and
- A brief, written description of the specific prior services performed and requirements thereof.

Proposed Method Of Performance (15 points available): Effectiveness of the procedures used by the Offeror to conduct business relevant to providing mobile retroreflectometer services. The quality, feasibility, and innovation reflected in the service description and strategic recommendations provided by the Offeror.

Cost, Fees, and Expenses (20 points available): The objective evaluation of cost shall be conducted based upon a total amount cost.

- a. Utilizing the total cost determined from above, cost points shall be determined using a scale of 20 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Offeror's Price}} \times 20 = \text{Cost Points}$$

Past Performance (15 points available): The Offeror shall provide the following information related to previous and current contracts, which are considered identical or similar to the requirements of this RFP.

- Name, address, and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.
- Dates of the contract.
- A brief, written description of the specific coverage provided and the requirements thereof.
- The Offeror shall list any significant pending legal action(s) involving the Offeror that could directly or indirectly impact on services provided to MHTC.
- The above information may be shown on the form attached as “Exhibit A” to this RFP or in a similar manner.

Equipment and Resources (25 points available): Offeror shall describe in detail all equipment and resources that they will be utilizing in the performance of the work. Offeror may use Exhibit B to list personnel involved with providing services described herein.

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

4. **Test Strip:** Prior to award, the Offeror may be required to take retroreflectivity readings on a designated section of road and provide the results for evaluation.

(D) PRICING

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

~ This section intentionally left blank. ~

**SECTION (5):
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. All costs associated with providing the services described herein must be included in the below unit price. *Please sign below where indicated and return with all other required documentation.*

UNIT COST PER DRIVE MILE: \$ _____

- (B) **RENEWAL OPTION:** *In the event that MoDOT exercises its option to renew the contract for three (3) 12-month periods, or any portion thereof,* pursuant to the applicable provisions outlined in this RFP, the Offeror shall provide below the maximum percentage of increase. The Offeror is cautioned that the percentage shall be computed against the CURRENT contract prices during renewal period. Furthermore, the Offeror is advised that the Department does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal. **If the Offeror does not enter a renewal period percentage of increase,** the Department will assume the Offeror is offering the services specified herein at the current contract price during the entire referenced renewal period.

1st 12-Month Renewal Period: _____ % of maximum increase

2nd 12-Month Renewal Period: _____ % of maximum increase

3rd 12-Month Renewal Period: _____ % of maximum increase

Name of the Offeror's Firm

Signature of Authorized Representative

Date Signed

EXHIBIT A
PRIOR EXPERIENCE OF OFFEROR

The Offeror will copy and complete this form for each reference being submitted as demonstration of the Offeror and subcontractor's prior experience. In addition, the Offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
<u>Reference Contact Person</u> Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my company's association with the Offeror referenced above:

 Signature of **Reference Contact Person noted above**

 Date of Signature

EXHIBIT B
PERSONNEL EXPERTISE SUMMARY

(Copy the Exhibit for additional personnel. Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
2. _____ (Name)	_____ (Title)
3. _____ (Name)	_____ (Title)
4. _____ (Name)	_____ (Title)
5. _____ (Name)	_____ (Title)
6. _____ (Name)	_____ (Title)

**EXHIBIT C: WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

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

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

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

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

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

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

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

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

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

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

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

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

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation 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 bid/quotation 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 SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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

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

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

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business
