

Missouri Department of Transportation

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CCO Form: GS
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REQUEST FOR PROPOSALS FOR REST AREAS, WELCOME CENTERS AND TRUCK PARKING MANAGEMENT SERVICES RFP # 6-160630RJ TABLE OF CONTENTS

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
MDNR	Missouri Department of Natural Resources
ADA	Americans with Disabilities Act
EPG	MoDOT's Engineering Policy Guide
MSDS	Material Safety Data Sheets
RFP	Request for Proposals
RSMo	Revised Statutes of Missouri

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INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be **received on or before 2:00 p.m. CT, June 30, 2016**, at the office of the RFP Buyer of Record:

Rebecca L. Jackson, CPPO, CPPB
General Services Procurement Manager
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: Rebecca.Jackson@modot.mo.gov
Telephone: 573-526-7930

All documents must be sealed and should be clearly marked “**RFP#6-160630RJ - REST AREAS, WELCOME CENTERS AND TRUCK PARKING MANAGEMENT SERVICES**”.

This RFP is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations (7 CSR 10-11).

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 SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
 - (A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and
 - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.
 - (E) The Offeror certifies they have inspected the facilities and are aware of the conditions under which the work must be accomplished.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

SECTION 1: GENERAL DESCRIPTION AND BACKGROUND

1.1 Request for Proposal: This document constitutes a RFP from prospective qualified Offerors to provide a full range of property and facility management services for the Rest Areas, Welcome Centers and Truck Parking Facilities (hereinafter “**Facilities**”) identified in this RFP to the Commission and MoDOT, as set forth in this RFP. All submissions shall be developed consistent with the concept of performance based contracting, asset management, preservation and enhancement of public properties, including the rest area, truck parking and welcome center buildings and structures provided for the traveling public.

1.2 Background: MHTC is seeking a qualified Offeror who can provide property and facility management services for Facilities identified in this RFP. It is the intent of this RFP to have the successful Offeror enter into an Agreement with MHTC (hereinafter “**Resulting Agreement**”), to supply services as outlined herein.

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member Commission appointed by the Governor. The Central Office provides oversight and support to seven (7) geographical districts primarily responsible for delivery of MoDOT’s mission and tangible results.

MoDOT currently operates the following facilities:

REST AREAS:

- I-29: Dearborn Northbound and Southbound
- I-35: Lathrop Northbound and Southbound
- I-70: Concordia Eastbound and Westbound; Booneville Eastbound and Westbound; Wright City Eastbound and Westbound
- I-44: St. Claire Eastbound and Westbound
- I-55: Bloomsdale Northbound; Fruitland Southbound

TRUCK PARKING:

- I-29: Mound City Northbound and Southbound; Platte City Southbound
- I-35: Coffey Northbound and Southbound; Kearney Southbound
- US 36: St. Joseph Westbound
- I-70: Odessa Eastbound and Westbound; Mineola Eastbound and Westbound
- I-44: Joplin Westbound; Halltown Eastbound and Westbound; Strafford Eastbound; Doolittle Eastbound and Westbound
- I-55: Bloomsdale Southbound; Fruitland Northbound; Marston Northbound; Steele Northbound and Southbound
- I-57 Charleston Northbound

WELCOME CENTERS

- I-29: Rock Port Southbound
- I-35: Eagleville Southbound
- I-270: St. Louis Chain of Rocks Westbound
- I-44: Joplin Eastbound; Conway Eastbound and Westbound
- I-55: Marston Southbound, Hayti Northbound

Further detail regarding the location and amenities of each Facility is included in this RFP, **Attachment A, “Rest Area, Truck Parking and Welcome Center Facility Inventory By Group.”**

The department plans to convert some rest area facilities to truck parking within the original contract period. These are identified on the pricing for clarified pricing upon conversion. The department may elect to incorporate weigh facilities with truck parking facilities at some sites.

The Bloomsdale southbound I-55 truck parking facility is located on the same property as a Missouri State Highway Patrol weigh station. This RFP will only include that portion of the property that contains the truck parking facility. The weigh station is not included in this RFP.

Vending services are provided by the Bureau of the Blind in accordance with Missouri Revised Statutes, Chapter 8, Section 8.705, on all state owned property. The Missouri Tourism Commission currently operates tourist information services at all welcome centers with the exception of Southbound Marston.

1.3 Pre-Proposal Conference: A pre-proposal conference will be held on June 9, 2016 from 10:00 a.m. – Noon CT at 830 MoDOT Drive in the Purple Room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP. Any changes resulting from this conference will be issued as a written addendum to the RFP.

1.4 Site Visits: Offerors are encouraged to conduct site visits of all Facilities for which they will be submitting a proposal **prior to** the Pre-Proposal Conference. Claims as a result of failure to inspect the Facilities will not be considered by MoDOT.

1.5 Clarification of Requirements: Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca Jackson, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-7930 (phone) Rebecca.Jackson@modot.mo.gov (Email.) All written questions must be addressed to Rebecca Jackson no later than **10:00 a.m., CT, June 13, 2016**. MoDOT will issue an addendum and post the responses to all questions for Offerors to retrieve. Responses to the questions will be posted on MoDOT’s website at: http://www.modot.org/business/contractor_resources/gs_bidding/CO/COcommodities.htm

It is the Offerors sole responsibility to check the website for any and all addenda throughout the procurement process.

1.6 Contract Period: The Contract Period for the performance of the services described in this RFP is from October 1, 2016 through September 30, 2019. The successful Offeror shall perform any and all services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to **SECTION 6: PRICING PAGE** of this RFP

1.7 Renewal Information: The contract shall not bind, not purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for two (2) additional two-year periods, or a portion thereof. The first renewal period will be from October 1, 2019 through September 30, 2021, or any portion thereof; the second renewal period will be from October 1, 2021 through September 30, 2023, or any portion thereof. In the event the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Offeror and Commission, respectively.

In the event MHTC exercises its option(s) to renew, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal percentage, if any, stated on the pricing page of the response. If the pricing page does not include such renewal percentages or if applicable spaces are left blank or are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal percentage of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offerors renewal percentages.

1.8 Schedule of Events: Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
May 26, 2016	Issue RFP
June 9, 2016 @ 9:30 a.m.	Pre-Proposal Conference
June 13, 2016 @ 10:00 a.m.	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
June 17, 2016	Issuance of Addenda with resolution of any questions submitted.
June 30, 2016 @ 2:00 p.m.	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.
August 3, 2016	Notification of Award
October 1, 2016	Contract Effective Date

SECTION 2: SCOPE OF WORK AND SPECIFIC SERVICES

2.1 Scope of Work: The successful Offeror agrees to provide the MHTC a full range of property and facility management services for the Rest Areas, Truck Parking and Welcome Center Facilities identified in this RFP.

2.2. Project Description and Background: The Offeror shall provide all personnel, supervision, administrative and technical support and reporting, labor, subcontractors, tools, transportation, materials, supplies and equipment; and shall plan, schedule, coordinate, perform and assure effective completion of all services and needs described in this RFP. The Facilities covered within this RFP are identified in **Attachment A**.

The Offeror shall ensure that the performance based measures, outcomes and requirements listed in this RFP are continuously met. Performance measures are to ensure outcomes address facility operations, safety, and cleanliness.

ADDENDUM 002 ADDITION

The Offeror shall perform complete operation and maintenance of all Facilities including all the existing features and any items installed by MoDOT or Offeror. Unless otherwise noted, the physical area limits of work generally begin and end at the gore points as defined on the Facility Mowing Maps in **Attachment E**. It will also include any utility line or appurtenances serving Facilities outside these limits that belong to MoDOT. **All other off-site utilities or appurtenances are listed on Attachment A in combination with the general locations identified on the modified Attachment E. Offeror is responsible for forced mains that go from the property line to the publicly owned utility. It is the Offerors' responsibility to inspect each site prior to submission of proposal.** The Offeror shall accept the Facilities in an "as is" condition.

The Offeror shall be responsible for all janitorial services; maintenance of buildings, grounds, utilities, and all necessary repairs to ensure the proper operation of the Facilities. This includes, but is not limited to, the following: electrical and plumbing systems, utilities, water and waste water treatment systems, buildings and their structural elements, pavements, pavement markings, drainage facilities, landscaping, lavatory fixtures, toilets, signs, luminaires, flags, flag poles and playground equipment.

The Offeror shall comply with the terms of the United States of America v. Missouri Highways and Transportation Commission Consent Decree (Consent Decree) that are identified as the responsibility of the Contractor or subcontractor, and with the terms of this provision. Viewing of the Consent Decree is available on the MoDOT Land Disturbance webpage under Contractor Resources, or by going to the web address www.modot.org/LD. The Offeror shall be responsible for full payment of any applicable fines assessed in direct relation with work performed by the Offeror. If necessary, full payment of fines could be attained through Offeror invoice payment deduction.

2.2.1 Staffing: The Offeror shall staff the Facilities with both physically and cognitively trained personnel to ensure all contract performance based outcomes and requirements of this RFP are met. The competency and quality of the Offeror's staff are considered a direct reflection of the competency and quality of the Offeror's management and chief executives. The Offeror must ensure the Facilities are open to the public and function to the fullest extent possible. Providing helpful and courteous answers to questions of visitors is a prerequisite of all Offeror employees and subcontractors. All but one facility described in this RFP shall be open to the public twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, including all holidays. The Chain of Rocks rest area is only open from 8:00 am to 5:00 pm each day. The Offeror shall also provide staff as directed by MODOT for any Facilities that may be temporarily closed.

2.2.1.1 Project Manager: The Offeror's Project Manager shall be the lead point of contact for self-policing, receipt, response and resolution of any and all contract performance deficiencies throughout the contract term. The Project Manager shall have full financial, administrative, and supervisory authority to correct any and all contract performance deficiencies in a self-policing manner and at the direction of MODOT in accordance with the response times and performance requirements contained herein. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week for immediate contact and immediate response to MODOT for all issues and concerns, which cannot be resolved by the site supervisor. If performance of the Project Manager is not satisfactory to MODOT, then the Offeror shall replace the Project Manager with a new Project Manager. Any changes to Project Manager assignment(s) must be approved by MoDOT. In cases where the Project Manager may be temporarily absent, an Offeror may delegate Project Manager authority to an empowered designee with equal or greater qualifications. The Offeror shall maintain, and make available to MoDOT, a listing of back up Project Managers. At no time shall the Offeror be without a designated Project Manager available to fulfill all duties as required. The Offeror may designate more than one backup Project Manager.

2.2.1.2 Attire: All staff shall be appropriately identified, with employee name, photograph, and Company name and logo while working at the facilities. All contractor and subcontractor employees utilized in the performance of work resulting from this request must comply with Personal Protective Equipment requirements for the working conditions as defined in the Missouri Department of Transportation's Engineering Policy Guide (hereinafter "**EPG**"), found at: http://epg.modot.org/index.php?title=Main_Page.

2.2.1.3 Conduct by Offeror and Subcontractor Employees: The Offeror shall be responsible for the behavior of its own and its subcontractor's employees in relation to the public at all times and shall take all necessary and appropriate steps to see that its own and its subcontractor's employees behave in accordance with the provisions of this RFP.

All of the Offeror's work shall be accomplished in such a manner as to cause no interruption to or interfere with the traveling public. The Offeror shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity and sobriety; and shall be responsible for taking such disciplinary action with respect to its own and its subcontractor's employees as may be necessary.

The Offeror's or subcontractors' employees shall not: camp, park an RV or motor home, or otherwise use the site as a residence; remove any state or other parties' property equipment, monies, forms or other items from the building for personal use; engage in loud or disruptive behavior; play radios, CDs, TVs, DVDs, tape players, video or loud music; be under the influence of drugs and/or alcohol; gamble; turn off/on or use any equipment other than the Offeror's equipment required to perform maintenance and authorized repairs; open any desks, file cabinets, and/or storage cabinets not belonging to the Offeror; engage in horseplay; remove any articles from desks; sleep; engage in long conversations with visitors or other individuals unless required to ensure adequate customer service; take photographs of the building and/or its contents (unless approved or needed to document work or maintenance practices); use any tobacco or tobacco substitutes within fifty (50') feet of a building; engage in activity which is not in the best interest of the Offeror or MoDOT; or other behavior detrimental to meeting the contract performance based outcomes and requirements of this RFP and resulting contract. No firearms or weapons are allowed to be carried onto or stored on MoDOT property by Offeror's or subcontractor's employees.

2.2.2 Operations

ADDENDUM 001 DELETION

~~**2.2.2.1 — Janitorial Contracts: The Offeror shall subcontract the janitorial services at all Facilities through a competitive bidding process to the low bidder, and provided Sheltered Workshops submit a bid for said services, the Offeror shall award the contract to the Sheltered Workshops, unless the bid submitted by Sheltered Workshops is greater than 10% above the apparent low bidder's bid. If the janitorial services bid is awarded to Sheltered Workshops, the Offeror shall negotiate contracts with certified sheltered workshop personnel registered with the Missouri Department of Elementary and Secondary Education (DESE). The Offeror will follow all requirements, including personal Protective Equipment, outlined by DESE in relations to the Sheltered Workshops, maintaining appropriate documentation, including all documentation required for Sheltered Workshop personnel, and submit to MoDOT upon request. The Offeror shall follow any requirement related to Personal Protective Equipment outlined in this RFP. If Sheltered Workshop staff are utilized, the more stringent Personal Protective Equipment requirements shall be followed.**~~

ADDENDUM 001 - ADDITION

2.2.2.1 Janitorial Contracts: The Offeror shall subcontract the janitorial services at all Facilities through a competitive bidding process to the low bidder. The Offeror agrees to ensure that all Sheltered Workshops, registered with the Missouri Department of Elementary and Secondary Education (DESE), are offered the opportunity to provide Janitorial Services through competitive bids. Attachment I is the list of all Sheltered Workshops registered with DESE. If Sheltered Workshops submit a bid for said services, the Offeror shall award the contract to the Sheltered Workshops, unless the bid submitted by Sheltered Workshops is greater than 10% above the apparent low bidder's bid. To ensure compliance, Offeror must provide information on all Sheltered Workshops solicited to include the Sheltered Workshop name, address, contact name, date and time notification was sent and confirmation of notification receipt. Solicitation of janitorial services shall be

performed with all bids being due on a specific date and time and certification that all bids were opened at a specific date and time. Evaluation of all Janitorial Bids received shall be performed using a consistent schedule of values to be submitted with the Offerors proposal. An example format is included as Attachment J. The Offeror shall determine the format submitted based upon the level of services defined in their bid request. If MoDOT determines inconsistency in the schedule of values, MoDOT reserves the right to require the Offeror re-evaluate Janitorial Services provider selection at the cost offered in the original response.

ADDENDUM 002 - ADDITION

Offeror may hold the Janitorial Services provider to the same standards as noted in Section 2.11, Expectations and Scoring. . If performance of the Janitorial Service provider is not satisfactory to Offeror and/or MODOT, then the Offeror shall replace the Janitorial Service Provider using the competitive bidding process identified above. Any changes to Janitorial Service Provider must be approved by MoDOT.

2.2.2.2. Supplies: The Offeror shall supply sufficient quantities and ensure the reasonable quality of all supplies needed to achieve the contract performance based outcomes and requirements detailed in this RFP. Supplies must be maintained to avoid stock-outages on-site. Supply stocks on-site shall be accessible and remain accessible at all times for performance under Resulting Agreement. The Offeror shall not store or stockpile supplies on Facility parking areas and must securely store supplies away from public access or view. The types of supplies, and corresponding Material Safety Data Sheets (MSDS), that may be needed to perform property management services in accordance with this RFP include, but are not limited to, the following:

Batteries	Cheese cloth
Brooms, vacuums, wet vacs	Fire extinguishers
Deodorizers	Heating, ventilation and air conditioning filters
Cleaning agents for glass, counter, tile, grout, floor, toilet, sink, ceiling, partitions, concrete,	Hand soap and dispensers
Strippers, sealers, waxes, coatings	Rodent killers and traps
Insect killer (wasp, hornet, flying insects, spiders, ants, etc.)	First aid kits
Mop heads and handles	Disinfectants
Paints and all painting, application, and removal supplies (including graffiti removal supplies)	Paper towels and dispensers
Polishing agents	Rags
Sponges	Toilet brushes
Toilet paper and dispensers	Trash containers
Trash bags for all trash container types	Urinal strainers
Light bulbs and ballasts to include interior and exterior lighting systems in varying wattages and types	Oils, greases, filters and belts for mechanical systems

Water and waste treatment filters	Tools, ladders, hoses, equipment necessary to complete minor repairs and maintenance
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The above list of supplies is not considered all-inclusive. The Offeror may need to provide additional supplies to achieve the contract performance based outcomes defined in this RFP. The cost of all supplies identified above and any additional supplies to achieve the contract performance based outcomes shall be borne by the Offeror and shall be included in the Offeror's fixed monthly price for the facility.

Any materials or supplies that end up in rest area or welcome center lagoons shall be identified as "environmentally safe."

2.2.2.3 Emergency Incidents, Operations and Reporting: Upon the occurrence of an incident, accident, hazardous materials spill, or other event that causes an increase in risk to the health, safety or welfare of any person on site, including the Offeror, the Offeror shall immediately report such incident to the following as applicable:

- 911 emergency services or *55 to contact Missouri State Highway Patrol.
- Missouri Department of Natural Resources 24 hour emergency hotline number 573.634.2436.
- MoDOT Central Office contact and MoDOT local contacts, as provided.

Every effort shall be made by the Offeror to assist in reasonably securing the area of any incident and reducing the risk to any other persons. Response should be based upon MoDOT's Emergency Response Plan Priorities outlined in **Attachment C**. The Offeror is fully authorized to close the site down and may request MoDOT to take any additional actions to ensure the complete closure of any site in order to protect the public from potential harm. Such incidents shall be fully documented and reported to MoDOT.

2.2.2.4 Public Survey Cards and Missouri Highway Maps: MoDOT makes available blue survey cards at every rest area and welcome center for the traveling public to fill out and either mail them in or drop them off in the drop boxes on site. MoDOT also provides Highway maps at these locations. The Offeror shall maintain the drop box and stock the survey cards and Missouri Highway Maps provided by MoDOT.

2.3 Routine or Regular Maintenance

ADDENDUM 002 – ADDITION

ADDENDUM 003 – DELETION

2.3.1 Activities: The Offeror is responsible for basic tasks which keep the facility operating. Routine or regular maintenance activities, including parts, materials and labor (**Offeror Staff and/or Sub-Contractors**), are not considered minor or major repairs. These costs shall be included in the monthly fee. Tasks include but are not limited to:

- electrical: maintain switch plates, bulbs, ballasts, fixtures,
- plumbing: **snaking** clogged drains, replace leaking seals, valves, water softener maintenance,
- HVAC: replace filters, maintain supply and return register grates,

- maintain stall partitions and hardware,
- fencing repairs,
- **lift station: changing cutting blades (required approximately every two years), unclogging discharge lines,**
- **wet well: pumping in conjunction with wet well maintenance (i.e. prior to cutting blade replacement).**
- ~~**Lagoon: sludge removal.**~~
- pothole patching, and
- painting; caulking.

2.3.2 Fire Extinguishers: The Offeror shall ensure that all fire extinguishers are operating and inspected monthly and in compliance with all applicable regulations and service manuals.

2.3.3 Grounds Maintenance: The Offeror shall ensure the grounds are maintained in a clean and litter free manner. Offeror shall perform the following services as often as needed. This list may not be all inclusive to achieve the desired outcome and Offeror is expected to perform any additional services as may be necessary.

2.3.3.1 Clean, as needed, tables, benches, picnic shelters, trash receptacles and other outdoor appurtenances.

2.3.3.2 Keep slabs, sidewalks and driveways free of chewing gum, sand, gravel, grease, leaves, spills and all other types of debris.

2.3.3.3 Remove animal droppings daily or more often if necessary. Utilize non-lethal methods to discourage bats, birds or other animals in cases of severe infestation.

2.3.3.4 Keep grounds free of litter.

2.3.3.5 Empty trash receptacles, replace liners, clean or replace trash receptacles as needed. Dumpsters shall be emptied at a schedule to avoid overflow. Dispose of litter off the right-of-way in accordance with federal, state and local regulations.

2.3.3.6 Pedestrian facilities shall be kept safe and functional at all times. During snowfall, any pedestrian facilities leading from parking area to the facility shall remain clear. Utilize industry standard anti- or de-icing chemicals to facilitate utilization of the paved areas and sidewalks.

2.3.4 Landscape Maintenance: Keep landscape areas neat, mulched, with healthy plants and no weeds at all times.

2.3.5 Vegetation Maintenance: The Offeror shall perform the following vegetation maintenance services as often as needed. This list may not be all inclusive to achieve the desired outcome and Offeror is expected to perform any additional services as may be necessary.

2.3.5.1 Mow and trim designated areas of the facilities as identified on **Attachment E** to maintain a well-manicured appearance with vegetation in turf areas to be between 2.5 and 5

inches in height. Trimming of the grounds must be completed at the same time as the mowing. All mowing operations should be scheduled for completion in a continuous operation so areas do not result in an uneven appearance.

2.3.5.2 Sweep and clean all sidewalks, picnic shelters and all wall surfaces to remove any clippings as a result of the mowing operation. Care must be used to eliminate the risk of thrown objects from mowers. Grass and weeds in sidewalk joints and cracks may be controlled with appropriate herbicide(s) using a safe and proper application, in accordance with the manufacturer's recommendations.

2.3.5.3 Remove noxious weeds and other undesirable growth from lawns, beds of plants, shrubs, and fences as needed. Trim trees and shrubs to maintain a uniform and aesthetically pleasing appearance.

2.3.5.4 Remove all dead or dying trees or shrubs within 30 days. Safety hazards shall be corrected immediately. Offeror must receive approval prior to removing any other trees or shrubs.

2.3.5.5 Remove and dispose of tree clippings, limbs, leaves and pine straw from grounds, buildings and picnic shelters daily. Properly dispose of removed vegetation at appropriate offsite locations. Other methods of disposal shall be approved in writing by MoDOT prior to disposal.

2.3.5.6 Native planting areas shall be mowed as appropriate for the species.

2.3.6 Appurtenances: Maintain and repair all outdoor appurtenances. This includes, but is not limited to, tables, signs, benches, picnic shelters, litter barrels, dumpster enclosures, lights, flags, flagpoles and other outdoor appurtenances. Replacement or repair will be at MoDOT's discretion as outlined in 2.5 Repairs.

ADDENDUM 002 - ADDITION

2.3.7. Drainage: Maintain and repair rest area drainage-ways, including any underground facilities. Remove blockage of drainage facilities immediately after discovery. Inspect drainage facilities after significant rainfall to ensure proper operation. **The only known issue occurred at the Rockport Welcome Center when levy district ditches filled and caused some overflow of storm water on the welcome center grounds. The issue has been resolved but monitoring is recommended.** The mainline interstate drainage ditch will be maintained by MoDOT. This will be defined as the area between the interstate paved shoulder and the first paved parking area of the rest area, including any drainage structures underneath the rest area entrance and exit ramps, as outlined in **Attachment E**.

2.3.8 Signing and Lighting: Maintain all traffic operations appurtenances including, but not limited to, delineators, signs and luminaries in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Repairs and replacements are outlined in 2.5 Repairs.

ADDENDUM 002 DELETION AND ADDITION

2.3.9 Sidewalks, Curbs and Pavements: Maintain, ~~repair or replace~~ all rest area, truck parking and welcome center pavements, ramps, parking lots, sidewalks, curbs and slabs.

Perform preventive maintenance such as crack sealing, spot seal coating, etc. at the first sign of deterioration to deter the need for ~~major~~ repair or replacement. ~~Make~~ Initiate temporary ~~repairs~~ safety measures or barricade all pavement failures and blow-ups immediately if they pose a safety concern for the traveling public. Repair potholes deeper than 2” within twenty-four (24) hours of discovery. Other potholes will be addressed within five (5) days of discovery. Make appropriate surface repairs using treatments approved by MoDOT’s EPG.

2.3.10 Striping: Maintain and repaint striping and specialty markings in accordance with MoDOT’s EPG for parking lot markings.

2.3.11 American with Disabilities Act (ADA) Compliance: The Offeror shall conform to the 2010 ADA Standards for Accessible Design when maintaining, making repairs, renovations or modifications to items under the ADA guidelines.

2.4 Utilities, Water and Wastewater Facilities:

2.4.1 Owner Provided Utilities/Services: All telephone, water, electric, gas and sewer service accounts will continue to be the responsibility of MoDOT. The Offeror will be responsible for all increased costs of any utility bill if it is determined by MoDOT, in its sole discretion, that any increases in that utility costs are associated with excessive use and/or abuse by the Offeror, or failure of the Offeror to make repairs or perform preventive maintenance under its responsibility herein. All reporting for water and wastewater facilities use will be completed by the Offeror, in the name of the MHTC. All permit fees for water and wastewater facilities are the responsibility of MoDOT. The Offeror shall not use nor allow the use of any MoDOT telephones at the rest area and welcome centers except to conduct official business associated with maintaining the rest area or welcome center. Any telephone costs associated with calls not authorized or justified to MoDOT’s satisfaction will be the responsibility of the Offeror.

2.4.2 Offeror Provided Utilities/Services: The Offeror is responsible for ensuring the collection, removal and disposal of all waste, trash, debris, bio-solids, and garbage from Facilities. The Offeror shall ensure the proper disposal of all such waste, trash, debris, bio-solids, and garbage.

2.4.3 Recycling: The Offeror shall allow the Sheltered Workshops to which it awards the janitorial services subcontract to provide and maintain approved recycling containers at each Facility. All recycled materials placed in the approved recycling containers will be the property of the Sheltered Workshop. In the event the Offeror enters into janitorial services subcontract with an entity other than a Sheltered Workshop, the Offeror shall contract with a non-profit entity to provide and maintain approved recycling containers at each Facility.

2.4.4 Water and Wastewater Facilities: The Offeror shall provide safe and sanitary drinking water and waste water operations in all rest areas and welcome centers. Future conversions of rest areas to truck parking may also include potable water. Some Facilities are connected to city, county or other municipal water supply systems while others obtain their water supplies from on-site water wells. Similarly, some rest areas and welcome centers are connected to a publicly owned treatment works operation for waste water while others use a sewer lagoon or other on-site waste water treatment facility. Current truck parking facilities may or may not include

vaulted toilets as displayed on **Attachment A**. Future conversions of rest areas to truck parking may be on city sewer.

2.4.5 Water well operation: The Offeror shall provide maintenance, testing, repair and operation of water well units where applicable. Offeror must maintain and repair items such as piping, pumps, chemical treatment systems, control systems, electrical systems and motors above and below ground within the well unit. Offeror must test and maintain water wells in accordance with the most current regulations and guidelines, as revised, as required by federal, state and local codes or statutes. Offeror must provide and maintain applicable operator licensing as necessary. Offeror must submit copies of test results to the appropriate MoDOT district office and MoDOT General Services central office contact. After review by MoDOT, all test results shall be submitted to Missouri Department of Natural Resources (MDNR).

2.4.6 Waste Water Treatment Facility Operation: Provide maintenance, testing, repair and operation of waste water treatment facilities where applicable. Four locations have on-site Wastewater treatment facilities: Eagleville Welcome Center has a single cell storage lagoon with a wastewater irrigation system. Conway Welcome Centers treatment system consists of a bar screen, two septic tanks, aerated fixed film biological reactor, recirculating sand filter, ultraviolet disinfection, and step reaeration discharge structure (a Certified Class C Operator is required for this system). Bloomsdale and Fruitland Rest Areas include aerated two cell lagoons, sand filters, and UV disinfecting systems. Offeror must test and maintain all systems in accordance with the most current regulations, guidelines and revisions as required by federal, state and local codes or statutes. Offeror must comply with all MDNR National Pollutant Discharge Elimination System (NPDES) permit renewal and operational requirements. Offeror must submit copies of test results to the appropriate MoDOT district office and MoDOT General Services central office contact. After review and approval by MoDOT, Offeror must submit all test results to MDNR. Copies of the Missouri State Operating Permits for each affected rest area are included as **Attachment D, Missouri State Operating Permits**. Offeror must provide system modifications or cleaning necessary to address MDNR regulations or violations. Offeror must correct violations immediately and provide written corrective action reports to MoDOT.

ADDENDUM 002 - ADDITION

2.5 Repairs: The Offeror shall at all times be responsible for ensuring the continuous operation and maintenance of the Facilities. As such, the Offeror shall be responsible for documenting, planning, scoping, executing, managing, and successful completion of repairs needed to achieve the contract performance based outcomes and requirements of this RFP. All repairs shall be neat and of professional appearance standards. MoDOT reserves the right to contract with other providers to complete any of these repairs, as it deems necessary in its sole discretion, exclusive of the Resulting Agreement and this RFP. The Offeror shall extend professional cooperation in allowing these repairs to be performed by other parties and by providing information and access as needed. Typical repairs to be performed by Offeror may include but not be limited to the following:

- **Replacing a fixture damaged by vandals (other than light bulbs),**
- **Replacing a fixture for which parts are unavailable or when maintenance can no longer reasonably be performed,**

- **Replacing a plumbing solenoid or control valve after maintenance and/or adjustments are no longer successful.**
- **Replacing a door after maintenance and/or adjustments are no longer successful.**
- **Replacing a defective major component in any system (HVAC, Plumbing, Electrical, etc).**
- **Excavating a lift station line or the rebuild or replacement of a pump.**
- **Wet well pumping due to major component failure.**

2.5.1 Offeror is responsible for all interior and exterior structural, architectural and/or aesthetic repairs providing structural integrity of all Facilities at all times. Offeror must obtain MoDOT's approval of repair methods and schedules before beginning repairs.

2.5.2 Offeror is responsible for repairs to electrical/plumbing systems, utility lines, water/waste water systems, hand dryers, light fixtures, lavatory fixtures, toilets, drinking fountains, tiles and any other repairs necessary for continued operation of the Facilities.

ADDENDUM 002 - ADDITION

2.5.3 Minor Repairs: Minor repairs shall be the responsibility of the Offeror until such minor repair costs exceed the thresholds defined below. MoDOT shall be responsible for any minor repair costs exceeding thresholds as defined below. Minor repairs are defined as any single repair or replacement to a Facility and/or appurtenance required to meet the contract performance based outcomes and requirements of this RFP with a labor and material cost valued at \$5,000 or less. The Offeror shall bear the annual cost of all minor repairs up to \$15,000 per Welcome Center, \$12,000 per Rest Area and \$6,000 per Truck Parking for the Group awarded and as shown on the Pricing Page. The Offeror is responsible for all project management and administrative costs associated with minor repairs as those costs are already included in the monthly guaranteed not to exceed pricing. **Offeror must obtain MoDOT approval prior to performing any above threshold repair work.**

2.5.3.1 The Offeror shall maintain a log of minor repairs and provide documentation of the deficient item and the resulting functional repair. Documentation of minor repairs shall be maintained by the Offeror at all times.

2.5.3.2 The Offeror shall submit a copy of the log of minor repairs to include an electronic spreadsheet list which transcribes all minor repairs completed to date with the individual total and the cumulative total for each rest area with each monthly invoice. The Offeror shall also submit at this time, all invoices, work orders or any other documentation supporting the work performed and the cost incurred.

2.5.4 Major Repairs: Major repairs are any single repair \$5,000 or more, including labor, equipment and materials, necessary to achieve compliance with the contract performance based outcomes and requirements of this RFP. The Offeror shall notify, and must receive approval from, the designated MoDOT representative for any major repairs prior to the start of work on such repair.

2.5.4.1 Major Repair Determination, Reporting and Approval: The Offeror shall provide documentation of the deficient item and the resulting functional repair. The Offeror shall provide notification to the MoDOT representative within twenty-four (24) hours of discovery of the need for any major repairs. Notification shall consist of written correspondence describing the failure, the repair needed, the not to exceed estimated cost of the repair, the estimated completion date for the repair, and a digital time stamped photograph of the deficient item. No major repair will be deemed accepted until inspected and approved by the MoDOT representative or designee. Major repairs may include work requests directed by MoDOT to improve or upgrade services at these facilities. All costs associated with major repair work will be the responsibility of MoDOT.

2.5.4.2 Major Repair Documentation and Payment: The Offeror is required to provide documentation supporting the reimbursement of a major repair. A digital time stamped photograph and/or the actual corrected item left onsite for validation and approval by the MoDOT representative. The final invoice for major repairs shall include detailed costs; (labor, equipment, materials, etc.); administrative costs shall not exceed seven percent (7%) for related project management, oversight and coordination of the major repair. The final invoice and all documentation must be submitted within forty five (45) days of final completion and acceptance of the major repair.

2.5.5 Capital Repairs and Improvements: Capital repairs and improvements are projects that cost over \$25,000 and are the responsibility of MoDOT. These projects will be programmed, designed and bid through MoDOT's capital improvement program. The Offeror may submit a bid for the repair or improvement project. Emergency projects will be addressed immediately by MoDOT. Major damage caused by catastrophic events (e.g. tornado, fire, etc.) will be reviewed by MoDOT and any action taken or repair costs will be the responsibility of MoDOT.

2.6 Prevailing Wage: The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works, as applicable, depending on the type of work being performed.

2.6.1. If the proposal is accepted, the Offeror will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Statewide**. The **Annual Wage Order #23**, for each affected county, is attached to the RFP as **Attachment F, Prevailing Wages by County**. Pursuant to the requirements of Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.

2.6.2. The Offeror shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.

2.6.3 The Offeror shall forfeit a penalty to the contracting public body of \$500 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Offeror or by any subcontractor subject to prevailing wages.

2.7 Accidents, Incidents and Property Damage Claims: Offeror must report all accidents, incidents, and property damage involving the traveling public on Facility property within 24 hours of occurrence. MoDOT will collect any applicable property claims. The following information must be provided if applicable:

- Date and time of the accident/incident,
- Location of the incident,
- Nature of the incident,
- Digital photographs of the accident scene and any damaged features,
- All parties involved in the incident including name, address, telephone number and their involvement,
- Responsible party and insurance information,
- Description of vehicles involved,
- Action taken to address the incident,
- Documentation of traffic control features in place at the location,
- Weather and road conditions,
- Type and quantity of hazardous materials, and
- Number of injuries or fatalities.

2.8 General Requirements:

ADDENDUM 002 - ADDITION

2.8.1 Facility Closures: The Offeror or MoDOT may request a temporary Facility closure as circumstances arise. Coordination to close a Facility will be through the MoDOT contract administrator. MoDOT will be responsible for signage and barricades for areas outside of the defined Facilities as identified on **Attachment E**. Facilities will be reopened as soon as possible. During the terms of this contract, Facilities may be closed due to construction of new welcome centers, conversion of Facilities, or may be permanently closed. If an existing Facility is converted to another type of Facility, MoDOT reserves the right to negotiate with Offeror for a new pricing schedule if not already addressed in the RFP Pricing Schedule. **MoDOT shall determine the most feasible method to salvage re-usable facility materials in the event of a facility conversion and may offer salvaged materials for use to the Offeror when it is in the best interest of MoDOT.** Payments will not be made by MoDOT for Facilities temporarily or permanently closed for a period of more than thirty (30) consecutive days.

2.8.2 Facility Visitors: The Offeror shall take precautions during all operations to protect visitors and patrons. All visitors will be treated in a proper manner and provided the utmost courtesy at all times. Offeror must ensure undesirable activities such as camping, unauthorized vending or soliciting do not occur.

2.8.3 Free Refreshments: MoDOT may approve groups and organizations use of Facilities to dispense coffee and other non-alcoholic refreshments for the sole purpose of encouraging motorist safety breaks. MoDOT will advise Offeror of the approved activities as they occur.

2.8.4 Refreshment and Publication Vending: By Missouri state law and **13 CSR 40**, the Department of Social Services, Division of Family Services, Rehabilitation Services for the Blind has authority to govern and regulate refreshment vending in rest areas. MoDOT has an agreement with the Missouri Association of Sheltered Workshop Managers to exclusively manage the MoDOT owned publication vending machines. The Offeror shall not distribute, advertise or sell products or services of any kind in the facilities, unless approved by MoDOT. Solicitation for donations or contributions for any cause are prohibited.

2.9 Offeror Cooperation: The Offeror shall actively participate in partnering with MoDOT to discuss project goals and issues. The Offeror shall offer full cooperative efforts to continue services without interruption during any periods of contract transition, whether they are necessary by contract expiration or to address non-performance. The transition or phase-in to another Offeror is expected to be completed effectively and efficiently. The Offeror acknowledges that other entities, working in cooperation with MoDOT, provide additional services at the Facilities. These entities include, but may not be limited to, the Bureau of the Blind, Missouri Tourism Commission, the Sheltered Workshop Association and local tourism organizations. The Offeror shall offer full cooperative efforts with these partners to help them continue their services without interruption. The Offeror acknowledges that other entities, working in cooperation with MoDOT, may be solicited to develop and implement sponsorship and advertising programs at these Facilities.

2.10 Documentation, Record Keeping and Reporting:

The Offeror shall maintain all documents required for the operation, maintenance, and overall management of the Facilities pursuant to this RFP for the duration of this contract and for no less than three years thereafter. All such documentation shall be made available to the MODOT MHTC Representative (and/or designees) via an organized, concise, easily interpreted, and electronic means. Payment to the Offeror will be based, in part, on meeting the requirements as described in this section.

2.10.1 Documentation of Staffing: It shall be the responsibility of the Offeror to maintain sufficient Facility staffing documentation organized chronologically by date and time. The Offeror shall keep records of the employees working at each Facility, their names, training records, and the hours worked and timesheets. Such records shall be kept by the Offeror, and shall be provided to MODOT within forty-eight (48) hours of request.

2.10.2 Payroll Documentation: MODOT reserves the right to request and receive copies of any payroll records of the Offeror and/or Sub-contractors to ensure compliance with the requirements of this RFP. The Offeror shall have the sole responsibility for payment and tracking of all Holidays and Overtime compensation. Payroll records requested by MODOT pursuant to this section shall be provided to MoDOT within forty-eight (48) hours of the request.

2.10.3 Repair Documentation: In addition to what is provided elsewhere in this RFP, the Offeror shall keep a repair log to include an electronic spreadsheet list which transcribes all repairs completed to date with the individual total and the cumulative total for each Facility. The Offeror shall keep all invoices, work orders or any other documentation supporting the work performed and the cost incurred. The repair log will be submitted with the monthly summary

report. Copies of invoices and other supporting documentation shall be provided to MoDOT with each monthly invoice.

2.10.4 Warranty Information: For items furnished and installed by the Offeror, the Offeror shall fill out and submit all required warranty registration information to the manufacturer on behalf of MODOT (within 24 hour of completion of installation). A copy of the warranty registration shall be submitted to the MODOT Contract Administrator upon completion of installation. The Offeror shall also maintain all service call and preventative maintenance records in order to ensure that all warranties remain intact for the full warranty term as specified.

2.10.4 Operations and Maintenance Manuals: Any existing manuals on site will be made available to the Offeror. These manuals will remain on site. Any new manuals will be left on site by the Offeror.

2.11 Expectations Results and Scoring:

2.11.1 Performance Expectations: Each Facility will be inspected and rated by MODOT a minimum of four times per year to determine the Offeror's performance and compliance with the terms and conditions of the RFP. Each Facility will be rated on the basis of the **Facilities Expectation Form outlined in Attachment G**. The scoring tabulation method is also contained within the form.

2.11.2 Spot Check/Random Inspection: MODOT may inspect any site at any time without a full inspection using the Facilities Inspection Form. Payment deductions may be assessed by MODOT as described in Section 2.12.1 and deducted from the monthly payment.

2.11.3 Annual Inspections: Each Facility will be inspected by MoDOT and the Offeror's project manager on an annual basis to determine any needed capital repairs and improvements.

2.12 Performance Based Payment: The Offeror shall agree and understand that meeting the performance based measures, defined as the Facilities Expectations, is considered critical to MoDOT's mission of providing a world class transportation experience that delights our customers and promotes a prosperous Missouri.

ADDENDUM 002 - ADDITION

2.12.1 Monthly Payment Process and Deduction Calculations: The Offeror's monthly payment will be based on Offeror's performance in accordance with the Facilities Expectations shown on **Attachment G** and the **Inspection Score Sheet** percentage for each facility, and following the deficiency correction period. A sample **Inspection Score Sheet** is included as **Attachment H**. The deficiency correction period is defined as no later than 30 calendar days after the deficiency is reported, unless otherwise extended or expedited by MoDOT. **Determination of correction may be made by inspection or proof from the Offeror the necessary corrections have taken place. Deficiency deductions will be adjusted against the monthly invoices until deficiencies are corrected.** MoDOT reserves the right to expedite repairs required to protect the Facilities and/or the traveling public. The Offeror shall agree and understand that all assessments of payment deductions shall be in addition to, not in lieu of, the rights of the State of Missouri and MoDOT to pursue other appropriate remedies. The Offeror

shall understand and agree that each payment deduction decision shall be individual, final, and without recourse.

- Score 100% = 100% of monthly payment request.
- Score 85% up to and including 99% = monthly payment request shall be adjusted by the percentage of the rating received. Example: \$1,000 monthly payment/Rating of 87% = \$870 payment.
- Score 80% up to and including 84% = 75% of monthly payment request.
- Score 79% or lower = 50% of monthly payment request.

2.12.1.1 If corrections are not made within the deficiency correction period defined above, deductions, if any, will be made based on the previous inspection.

2.12.1.2 Any individual rating or item that fails to meet the performance measures listed in **Attachment H**, or any other requirement of this RFP, for two consecutive calendar months will result in an additional deduction of 10 % of the guaranteed not to exceed monthly price for the facility.

2.12.1.3 Any inspection rating of 79% or below, for two (2) inspections within any six (6) month period may be grounds for contract cancellation at the sole discretion of MoDOT.

2.12.1.4 Spot Checks/Random Inspection Deficiency Deductions: Spot checks/random inspection results will be reported consistent with full inspections and payment deductions may be assessed at MoDOT's discretion. If during the course of a spot check or random inspection, one or more contract performance deficiencies are discovered, such deficiency will be corrected. Any deficiencies noted during spot checks / random inspections will be noted on the current month's **Facilities Inspection Form**. Deficiencies will be corrected based on the deficiency correction processes.

2.12.1.5 Notices of Violation or Letters of Warning for Failure to Comply with Federal, State or Local Regulations: Any federal, state or local entity notice of violation or letter of warning received as a result of the Offeror's failure to comply with the terms of this contract will result in deductions if the violation is determined to have been within the Offeror's control. Examples include but are not limited to permits for Water, Waste Treatment or Lift Station asset, condition, or operation. Deductions will be withheld from the monthly contract payment as follows:

- A Letter of Warning will result in a 10% deduction of the full monthly contract payment for that site. If another letter of warning is received during the same contract term for a violation on the same site for the same function, a 20% deduction of the full monthly contract payment will occur.

ADDENDUM 002 - ADDITION

- A Notice of Violation will result in a 25% deduction of the full monthly contract payment for that site plus the cost of any fine assessed. If another notice of violation is received during the same contract term for a violation on the same site for the same function, a 50% deduction of the full monthly contract payment **for that site** will occur.

A third notice of non-compliance on the same site for the same function during the same contract term, constitutes cause for MODOT to take action, including but not limited to MoDOT resuming maintenance and operations of the assets related to the violation and re-procuring and hiring a replacement operator and shall deduct the costs from Offeror's monthly payments. In such cases, the Offeror shall remain responsible for complying with all other contract terms unless MODOT relieves the Offeror of these specific duties in writing.

2.12.2 The Offeror shall send applicable invoices to MoDOT General Services, P O Box 270, Jefferson City, MO 65102.

2.13 Conflict Resolution: The Offeror will consult MHTC's 2011 Missouri Standard Specifications for Highway Construction for controversies and claims for adjustment not resolved with the MHTC representative.

SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

3.1 Required Elements of Proposal: Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror is **highly encouraged** to submit a proposal divided into sections corresponding to the list of elements described below.

3.1.1 Experience, Expertise and Reliability: Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to facility and property management, operation, maintenance and repair services. Specifically include any experience related to management of privatized transportation and/or public service facilities, such as other rest area management contracts or other federal, state, or local facility or service contracts. This should include additional information for each subcontractor Offeror is proposing to meet the specified requirements in this RFP. The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.

3.1.1.1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

3.1.1.2 Dates of the Contract.

3.1.1.3 A brief, written description of:

- The specific services performed and requirements thereof,
- Information regarding the mobility of services,
- information regarding geographical separation of facilities and services, and
- The volume of customers served at the facilities.

3.1.1.4 List any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to MHTC.

3.1.2 Qualifications of Key Personnel: Each Offeror must provide detailed information documenting the experience and qualifications of the key personnel, including the Project Manager, who would be assigned to perform work under the Resulting Agreement between MHTC and the successful Offeror entered into pursuant to this RFP. Acceptable information should include, but not be limited to, resumes detailing education, qualifications, previous work assignments, training, continuing education, certifications, etc. A work assignment organizational chart should be included in this section. Staff may be changed if those personnel leave the organization, are promoted or are assigned to another office. These personnel may also be changed for other reasons at the discretion of the Offeror, provided that replacements have substantially the same or better qualifications or experience. However, in all cases, MHTC retains the right to approve or reject replacements.

3.1.2.1 If staff is not yet hired, the Offeror should provide:

- Detailed descriptions of the required employment qualifications, and
- Detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

ADDENDUM 002 - ADDITION

3.1.3 Proposed Method of Performance: Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action. The narrative shall include addressing the add alternate of snow removal. **If an Offeror does not intend to Offer the alternative snow removal pricing, such action shall be addressed in the narrative.**

3.1.3.1 Method: By reading the proposal, MHTC must be able to gain a comfortable grasp of the services to be provided and the methods proposed by the Offeror to provide them. A detailed explanation should be included to understand how the services comply with the requirements of this RFP.

ADDENDUM 002 - ADDITION

3.1.3.2 Performance Timeline/Milestones: In order to show feasibility, a timetable setting forth appropriate milestones **for all work to be performed under resulting agreement,** shall be included in Offeror's proposal, with sufficient detail explaining how Offeror will meet those timelines/milestones.

3.1.4 Cost: Offerors must complete **SECTION 6: PRICING PAGES** of this RFP as specifically directed therein. Janitorial bids will be submitted with each proposal, including a detailed schedule of values for each vendor.

3.2 Submission of Proposals: Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for

rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. The MHTC may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the MHTC in accordance with the terms and conditions contained therein.

3.2.1 Proposal Format: The Offeror's submittal must include one (1) original hardcopy and seven (7) additional copies of the proposal. One electronic copy of the proposal is required in addition to the hardcopies required. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

3.2.2 Signatures: 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.

ADDENDUM 002 - ADDITION

3.2.3 Pricing: The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. Pricing must be submitted for all groups. MoDOT reserves the right to award to a single Offeror or multiple Offerors by group. The successful Offeror will be responsible for performing all services listed in this RFP at the prices listed on **SECTION 6: PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

- MHTC shall not make any payment to the successful Offeror in advance of the services rendered by the successful Offeror.
- Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.
- Original Contract Period Monthly Pricing as shown on the Pricing Page shall include the guaranteed not to exceed price to perform all services required for each Facility identified in this RFP.
- Original Contract Period Janitorial Price is the amount included in the Original Contract Period Monthly Pricing attributable to the cost for performing the Janitorial Services only and is not considered an additional pay item under the resulting agreement.
- Offerors are also asked to provide both Original Contract Period Monthly Pricing and the break out of Janitorial pricing should those facilities shown be converted to Truck Parking during the Original Contract Period. Pricing Offered in this section shall be used to determine contract price during contract renewal periods as well. **For pricing purposes, the Bloomsdale and Fruitland sites will consist of vault toilets only and will require the necessary pumping. A water source only for janitorial services will be provided by MoDOT. All other facilities identified, Offeror shall assume the site upon conversion will include heated multi-cell vault toilets with water connection for flush toilets and sinks and connection to public sewer systems.**

- Add Alternate Snow Removal Pricing shall be the cost for the Offeror to provide a single clearing, to be defined as plowed and/or treated, of the Facility parking area per snow event. The Parking area shall be defined as not including the ramps into and out of the Facility. Prior to any snow event, MoDOT and the Offeror will coordinate the authorized number of clearances to occur at any impacted Facility where pricing has been provided and payment shall be made based upon said authorization.

ADDENDUM 005 - ADDITION

3.2.3.1 Contract Price Resolution Clause – At the annual anniversary date of the original contract execution, Offeror or MoDOT may request a price adjustment. The Offeror or MoDOT must provide a written request and documentation justifying the need for a price adjustment, and the amount of the price adjustment. If price adjustments cannot be agreed to by both parties, the Conflict Resolution process will be initiated for final determination.

3.3 Proposal Life: The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

3.4 Submission of All Information Required: The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

3.5 Public Inspection: The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

3.5.1 Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

3.5.2 MHTC will not consider prices to be confidential information.

3.5.3 The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

3.6 Clarification of Requirements: It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

3.6.1 Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (1.8) Schedule of Events.**

3.6.2 Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

3.7 Interview Conference: After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

3.8 Official Position of MHTC: Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

SECTION 4: EVALUATION FACTORS AND PROCESS:

4.1 Evaluation Factors: The following factors shall be considered in the evaluation of the proposals:

4.1.1 Evaluation Criteria: Any Resulting Agreement for services 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 and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
----------------------------------	----------------

Experience, Expertise, and Reliability	35
Qualifications of Key Personnel	20
Proposed Method of Performance	10
Cost	35

4.1.2 Responsibility to Submit Information: Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC 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.

4.1.3 Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

4.2 Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION 5: TERMS AND CONDITIONS

5.1 Agreement Components: The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

5.2 MHTC's Representative: MoDOT General Services Director is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. 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

Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

5.3 Assignment: The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

5.4 Amendments: Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Successful Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Successful Offeror and Commission, respectively.

5.5 Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

5.6 Successors and Assigns: The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

5.7 Sole Beneficiary: The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

5.8 Cancellation of Resulting Agreement: MHTC may cancel the Resulting Agreement at

any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

5.9 Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

5.10 Status as Independent Contractor: The successful 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 successful 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.

5.11 Subcontractor: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

5.12 MBE/WBE Participation Encouraged:

5.12.1. Affirmative Action Program: Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

5.12.2. Minority Participation Encouraged: Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs (i.e. 10% MBE and 5% WBE participation).

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

5.13 Nondiscrimination: The Offerors shall comply with all state and federal statutes applicable to the Offerors 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.*).

5.14 Executive Order: The Offerors 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.

5.14.1. Offeror's Certification: By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

5.14.2. Failure to Comply: 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 reject the Offeror's proposal or, as applicable, 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.

5.14.3. Incorporation of Provisions: The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful 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.

5.15 Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., 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 any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

5.15.1. Enrollment in Federal Work Authorization Program: 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. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in the E-Verify 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.

5.15.2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as **Exhibit 1**.

5.16 Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as **Exhibit 2**.

5.17 Requirements to do Business in Missouri: Out-of-state Offerors must comply with the following requirements to do business in Missouri:

5.17.1. Registration with Secretary of State: The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

5.17.2. Transient Employer Certificate: All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

5.18 Law of Missouri to Govern: This RFP and the Resulting 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 this RFP and, if applicable, the performance of the Agreement.

5.19 Venue: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

5.20 Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

5.21 Release to Public/Confidentiality: No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors 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 Offerors shall notify MHTC immediately of any request for such information.

5.22 Prohibition Against Kickbacks and Gratuities/Nonsolicitation: Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

5.23 Conflict of Interest: Each 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 RFP and the Resulting Agreement.

5.24 Audit of Records: The successful 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. MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

5.25 Indemnification: Each 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 submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

5.26 Insurance: For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers' compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

5.26.1 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;

5.26.2. 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;

5.26.3. Missouri State Workmen's Compensation: Policy or equivalent coverage in accordance with state law.

5.27 Section Headings: All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

5.28 Severability: If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

5.29 No Adverse Inference: This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

5.30 Bonding: For all the work to be performed by the Successful Offeror under this agreement the Successful Offeror shall, at the time of the execution of this Agreement, furnish a contract bond in a sum equal to the contract price. The bond shall be to the State of Missouri, in the form provided by the Commission and with surety or sureties acceptable to the Commission, to ensure the proper and prompt completion of the work in accordance with the provisions of the Agreement, the Successful Offeror's compliance with all of the terms and conditions of the Agreement, all obligations on the Successful Offeror's part to be performed and payment of all obligations to the Commission by the Successful Offeror, including any indebtedness, liquidated or unliquidated, for any reason relating to or arising from the Agreement, and to ensure payment for all labor performed and material consumed or used in the work. The bond shall be signed by an agent or broker licensed by the Missouri Department of Insurance. The surety's liability under the contract bond and this Agreement shall not be limited to the penal sum as set forth in the contract bond. The surety shall be liable and responsible to the Commission for the successful Offeror's entire performance and of all obligations arising under or from the contract, which shall include, but is not limited to any change orders issued under the contract that increase the cost of the contract.

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SECTION 6: PRICING PAGE

The Offeror shall provide a guaranteed, not-to-exceed total monthly price for each Facility in the following table and in accordance with Section 3.2.3 above.

Group	Facility	# Sites	ORIGINAL CONTRACT PERIOD Monthly Price	ORIGINAL CONTRACT PERIOD Janitorial Price included in Monthly Price	ORIGINAL CONTRACT PERIOD Monthly Price Upon Conversion to Truck Parking	ORIGINAL CONTRACT PERIOD Janitorial Price included in Monthly Price	ORIGINAL CONTRACT PERIOD ADD ALT SNOW REMOVAL - PER CLEARANCE	ANNUAL Minor repair threshold
1	Rock Port Welcome Center SB	1	\$	\$			\$	
	Mound City Truck Park NB	1	\$	\$			\$	
	Mound City Truck Park SB	1	\$	\$			\$	
	Saint Joseph Truck Park WB	1	\$	\$			\$	
	Dearborn Rest Area NB	1	\$	\$	\$	\$	\$	
	Dearborn Rest Area SB	1	\$	\$	\$	\$	\$	
	Platte City Truck Park SB	1	\$	\$			\$	
	Eagleville Welcome Center SB	1	\$	\$			\$	
	Coffey Truck Park NB	1	\$	\$			\$	
	Coffey Truck Park SB	1	\$	\$			\$	
	Lathrop Rest Area NB	1	\$	\$	\$	\$	\$	
	Lathrop Rest Area SB	1	\$	\$	\$	\$	\$	
	Kearney Truck Park SB	1	\$	\$			\$	
Total Group 1		13	\$	\$				\$ 120,000
2	Odessa Truck Park EB	1	\$	\$			\$	
	Odessa Truck Park WB	1	\$	\$			\$	
	Concordia Rest Area EB	1	\$	\$	\$	\$	\$	
	Concordia Rest Area WB	1	\$	\$	\$	\$	\$	
	Boonville Rest Area EB	1	\$	\$			\$	
	Boonville Rest Area WB	1	\$	\$			\$	
Total Group 2		6	\$	\$				\$ 60,000
3	Saint Clair Rest Area EB	1	\$	\$	\$	\$	\$	
	Saint Clair Rest Area WB	1	\$	\$	\$	\$	\$	
	Mineola Truck Park EB	1	\$	\$			\$	
	Mineola Truck Park WB	1	\$	\$			\$	
	Wright City Rest Area EB	1	\$	\$	\$	\$	\$	
	Wright City Rest Area WB	1	\$	\$	\$	\$	\$	
	Chain of Rocks WC	1	\$	\$			\$	
Total Group 3		7	\$	\$				\$ 70,000

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

PRICING PAGE (Continued)

Group	Facility	# Sites	ORIGINAL CONTRACT PERIOD Monthly Price	ORIGINAL CONTRACT PERIOD Janitorial Price included in Monthly Price	ORIGINAL CONTRACT PERIOD Monthly Price Upon Conversion to Truck Parking	ORIGINAL CONTRACT PERIOD Janitorial Price included in Monthly Price	ORIGINAL CONTRACT PERIOD ADD ALT SNOW REMOVAL - PER CLEARANCE	ANNUAL Minor repair threshold
4	Joplin Welcome Center EB	1	\$	\$			\$	
	Joplin Truck Park WB	1	\$	\$			\$	
	Halltown Truck Park EB	1	\$	\$			\$	
	Halltown Truck Park WB	1	\$	\$			\$	
	Strafford Truck Park EB	1	\$	\$			\$	
	Conway Welcome Center EB	1	\$	\$			\$	
	Conway Welcome Center WB	1	\$	\$			\$	
	Doolittle Truck Park EB	1	\$	\$			\$	
	Doolittle Truck Park WB	1	\$	\$			\$	
Total Group 4		9	\$	\$				\$ 81,000
5	Bloomsdale Rest Area NB	1	\$	\$			\$	
	Bloomsdale Truck Park SB	1	\$	\$			\$	
	Fruitland Truck Park NB	1	\$	\$			\$	
	Fruitland Rest Area SB	1	\$	\$			\$	
	Marston Welcome Center SB	1	\$	\$			\$	
	Marston Truck Park NB	1	\$	\$			\$	
	Hayti Welcome Center NB	1	\$	\$			\$	
	Steele Truck Park NB	1	\$	\$			\$	
	Steele Truck Park SB	1	\$	\$			\$	\$ 90,000
	Charleston Truck Park NB	1	\$	\$			\$	
Total Group 5		10	\$	\$				

Minor Repair Annual Thresholds are based upon Original Contract Period Facility types. Rates for the Annual Minor Repair threshold will be adjusted upon conversion to the applicable rate and prorated accordingly.

In the event that the MHTC executes its option to renew the contract for two (2) additional two-year periods, the Offeror should provide below the maximum percentage of price increase for each renewal period. The Offeror is cautioned that the percentages shall be computed against the **Original Contract Period price for each renewal period**. If the following blanks are not complete, prices during renewal periods shall be the same during the original contract period. Furthermore, the Offeror is advised that the MHTC does not automatically grant price 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.

Maximum Percentage Increase - 1st Renewal %_____

Maximum Percentage Increase - 2nd Renewal %_____

Offeror Printed or Typed Name:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

EXHIBIT 1

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

- I, the Affiant, 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 the employment eligibility of newly hired employees working in connection with any services contracted by 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.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by 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, the Affiant, 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, the Affiant, 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 in _____, _____, the day and year first above-
written. state

Notary Public

My commission expires:

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

EXHIBIT 2

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

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 the person whose name is subscribed to the within instruments, 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 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

owner or partner business name

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

EXHIBIT 3

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principle, and _____

as surety, are held and firmly bound unto the State of Missouri in the penal sum of: _____

DOLLARS (\$ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said State of Missouri or to its certain agents, attorneys, assigns, or to the Missouri Highways and Transportation Commission, for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the State of Missouri acting by and through the Missouri Highways and Transportation Commission, said contract being marked.

:

..

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said

contract, or within any additional time granted by the Missouri Highway and Transportation Commission or its Chief Engineer, under authority from said Commission of Missouri, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

(SEAL)

Witness: _____

Principal

By _____

Title _____

(SEAL)

Witness: _____

Surety

By _____

Title _____

Name and Street Address of Agent to Whom All
Correspondence Should be Directed Relating to
Contract and Bond.

Name

Street

City, State & Zip Code

Design Form C-3