

Missouri Department of Transportation
David B. Nichols, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

CCO Form: GS14
Approved: 02/06 (AR)
Revised: 05/14 (AR)
Modified:

REQUEST FOR PROPOSALS

VEGETATION CONTROL AND ANNUAL INVENTORY SERVICES RFP 6-140715LK TABLE OF CONTENTS

INTRODUCTION	3
PROPOSAL	3
ACCEPTANCE	3
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Proposal	4
(B) Project Description and Background	4
(C) Fiscal Year	4
SECTION (2): SCOPE OF WORK	
(A) Services	5
(B) Specific Requirements	5
(C) Administration of Program	15
SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC’s Representative	15
(B) Release to Public	15
(C) Assignment	15
(D) Status as Independent Contractor	15
(E) Components of Agreement	16
(F) Amendments	16
(G) MBE/WBE Participation Encouraged	16
(H) Nondiscrimination	16
(I) Executive Order	16
(J) Incorporation of Provision Regarding Executive Order	17
(K) Non-employment of Unauthorized Aliens	17
(L) Proof of Lawful Presence For Sole Proprietorships and Partnerships	17
(M) Bankruptcy	18
(N) Law of Missouri to Govern	18
(O) Cancellation	18
(P) Venue	18
(Q) Ownership of Reports	18

(R)	Confidentiality	18
(S)	Nonsolicitation	18
(T)	Conflict of Interest	19
(U)	Maintain Papers	19
(V)	Indemnification	19
(W)	Insurance	19
(X)	Proposal Guaranty/Contract Bond	20
SECTION (4): PROPOSAL SUBMISSION INFORMATION		
(A)	SUBMISSION OF PROPOSALS	
(1)	Pricing and Signature	21
(2)	Submission of All Data Required	21
(3)	Public Inspection	21
(4)	Clarification of Requirements	21
(5)	Pre-Proposal Conference	21
(B)	REQUIRED ELEMENTS OF PROPOSAL	
(1)	Experience	22
(2)	Personnel	22
(3)	References	22
(C)	EVALUATION CRITERIA AND PROCESS	
(1)	Evaluation Factors	22
(2)	Historic Information	23
(3)	Responsibility to Submit Information	23
(D)	PRICING	
	Fee Schedule	23
SECTION (5): PRICE PAGE		
(A)	FEE SCHEDULE	24

LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and (4) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Ms. Leann Kottwitz, General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of Ms. Leann Kottwitz no later than 2:00 p.m., July 15, 2014.

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

PROPOSAL

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

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

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

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide vegetation control and an annual inventory of noxious weeds as well as brush/trees in Montgomery County, within the NE District of the Missouri Department of Transportation (MoDOT).

(B) Project Description and Background:

The Montgomery County road system within NE District has approximately 612 lane-miles of roadway, requiring various types of vegetative control. Vegetative control measures under this agreement will include control of noxious weeds (specifically targeting Johnsongrass, cut-leaved and common teasel, musk, scotch, Canada and bull thistle, and spotted knapweed). This agreement will also include an annual inventory of target species, as well as brush/trees within a variable roadside management area. An option price is also requested for potential additional inventory work, for other areas of Missouri, based on lane-mile and volume. A map of the routes to be treated under this contract is attached (Attachment 1 – Montgomery County Route Map). The list of MoDOT-approved herbicides is included as Attachment 2. Joint MoDOT/Offeror reviews are noted for quality monitoring, as well as third-party assistance for any clarifications associated with monitoring results.

The Offeror shall perform an annual inventory of all MoDOT routes within Montgomery County, Missouri, noting locations and condition of specific noxious weeds, as well as the presence of brush and large trees within certain roadside management areas. The Offeror shall also provide spot-treatment to effectively control specific noxious weeds, with payment based on performance as measured during specific quality management monitoring periods throughout the life of the contract for the areas covered under the inventory. The Offeror shall also provide a unit price/acre for spot treating areas of noxious weeds within MoDOT ROW, which occur adjacent or near the inventory areas. The specific list of noxious weeds requiring treatment include: Johnsongrass, cut-leaved and common teasel, musk, scotch, Canada and bull thistle, and spotted knapweed.

The Offeror shall also provide an option price for performance of annual inventory in various other counties throughout Missouri.

(C) Fiscal Year: The fiscal year runs from July 1-June 30.

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

- (A) **Services:** The Offeror shall provide the following professional services:
- (B) **Specific Requirements:** The Offeror will provide to the Ms. Leann Kottwitz one original and (4) four copies of a program proposal which will include the following:

Contract Term

The Term of this contract shall begin at the Notice to Proceed, and continue for approximately 3 years, until December 31, 2016. An optional renewal period of 2 years, up to December 31, 2018 is also provided. Price Adjustment for the 2-year renewal period will be made by increasing the monthly performance cost, unit price cost, and inventory cost all by the same amount, in accordance with the Consumer Price Index (US City Average, not seasonally adjusted). The November CPI percentage change shall be summed for the three base years of the contract, and this sum percentage shall be applied to the 2-year option period prices. The detailed calculation process is included as Attachment 3, CPI Payment Escalation.

Additionally, an option price for conducting additional annual inventory work for other counties of Missouri is requested, on a task order basis. This option price shall be based on a maximum option area per task order of 500 lane-miles (at least 400 lane-miles at 0 to 25 ft., and no more than 100 lane-miles of both 0 to 25 ft. and 25 to 50 ft.), including a price breakdown for the number of lane-miles which include 0-25 ft. and both 0-25 ft. and 25-50 ft. vegetation management areas in the inventory. Scheduling flexibility shall be allowed if 3 or more county inventories are requested any one year, under this option.

The option price for additional spot spraying shall include areas where noxious weeds are present within MoDOT Right of Way (ROW) adjacent or near the inventory areas. The Contractor shall identify these areas of noxious weeds during each inventory and submit these areas to MoDOT for approval prior to spraying. Actual quantity of additional unit price spraying will be determined by MoDOT for additional acreage where herbicide is applied.

Options for the 2-year renewal, additional inventory task orders, and additional unit-price herbicide application shall be at the sole discretion of the Commission.

Inventory

The Offeror shall perform an annual inventory of all designated routes, during the June-July time period each year of the contract. This inventory shall indicate both type and location of specific noxious weeds (Johnsongrass, cut-leaved and common teasel, musk, scotch, Canada and bull

thistle, and spotted knapweed). This inventory shall note Global Positioning System (GPS) coordinates for location, within +/- 10 ft. accuracy, and shall include a tabulation of results noting route identification and direction (Northbound, Southbound, Eastbound, or Westbound). In addition to the noxious weed location, general locations of brush and trees shall be noted as one of two classifications:

Brush, including brush and trees up to 3-5 inch diameter at breast height (dbh).

Trees, including general limits for areas containing trees with greater than 3-5 inch dbh.

The following two Vegetation Management Areas shall be included in the annual inventory, for the routes designated below:

0-25 ft. from edge of pavement (required for all routes)

25-50 ft. from edge of pavement (required for Interstate 70 and MO 19 segments located both north and south of I70).

Interstate 70 inventory shall include the median areas surveyed up to 50 ft. from edge of pavement.

Montgomery County Tax Plat maps are available to identify approximate ROW limits for both I70 and MO 19. Specific segments of MO 19 located to the south of I70, and one segment of US 19 located immediately north of I70, which will require both the 0-25 ft. and 25-50 ft. inventory are included as Attachment 8.

The annual inventory shall also include a video log covering all areas inventoried. Video shall be in SD or HD digital format. The Offeror shall submit the format for all provided data/information, for approval by MoDOT, to insure MoDOT staffs are able to read/edit all provided data/information.

Records

The Offeror shall maintain and provide records of all chemical application, including all information as shown on Attachment 4, Herbicide Application Log. Alternate Herbicide Log Application format may be submitted for approval by MoDOT, provided all relevant information is included. Herbicide Application Log information shall be submitted within 10 days after the end of the month of application, and shall be in electronic format.

Chemical Use

The Offeror shall utilize chemicals which are Right of Way approved, and meet the requirements of the Missouri Pesticide Use Act (Link, <http://mda.mo.gov/plants/pdf/pesticideuseact.pdf>). The current list of MoDOT-approved herbicides is provided for information, as Attachment 2. The Offeror may submit alternatives which are Right of Way-approved, and meet the Missouri

Pesticide Use Act, for review by MoDOT. MoDOT in its sole discretion shall provide a disposition for each such submittal as approved, rejected, or approved with conditions.

Environmental Restrictions

The Offeror shall abide by all local, state, and federal regulations. MoDOT staffs have performed an environmental evaluation of this work, and their results are provided on the Request for Environmental Services (RES) Data Sheet, Attachment 5. This document lists relevant information, restrictions, and contacts related to this contract. Following is a summary from this attachment:

Available references indicate there are no records of federal or state listed threatened or endangered species (including plants) on state maintained roadsides within Montgomery County. Nor are there any records of caves or re-charge areas on rights of way in the county. The federally endangered running buffalo clover is known from within Graham Cave State Park but a field check on MoDOT ROW along I-70 near the Loutre River in late spring 2013 did not result in any specimens of this species noted within ROW. There are multiple records of sensitive aquatic species in streams near roads within the county, and care should be taken to avoid overspray or runoff from entering streams unless a herbicide that is specifically labeled for aquatic use is being applied. In those cases, information provided on the label to avoid impacts to sensitive aquatic species must be followed. All applications should be conducted during appropriate conditions (and using appropriate adjuvants) to avoid drift, volatilization, runoff, and overspray.

Protection of Desirable Vegetation

The Offeror shall protect desirable vegetation and shall be responsible for restoration of any areas of excessive damage to desirable vegetation which results from the Offeror's operations on MoDOT ROW. Damage claims, including crop fields, which are alleged to be the fault of Offeror weed control operations, shall be referred to the Offeror to coordinate appropriate response, including compensation as necessary.

Excessive damage on MoDOT ROW shall be defined as any loss of desirable ground cover which results in less than 70% desirable plant coverage over 100% of the ROW acreage treated, as a result of any Offeror operation. Desirable vegetation shall include any grasses, forbs, wildflowers, etc. which are not included in the target weed species for treatment. Prior inventory and video data may be used to compare alleged damage areas to their condition prior to Offeror operations, and the Offeror shall be responsible for damage resulting from Offeror operations. Failure to restore damaged areas to a suitable condition (greater than 70% desirable plant coverage over 100% of ROW) within the same growing season as the damage occurs shall entitle the Commission to deduct the value of restoration from subsequent monthly payments until the full value of restoration is recovered. Restoration value shall be computed on a cost basis of \$2000 per acre.

Performance Measurement

The Offeror shall provide MoDOT an electronic version of each annual inventory, and MoDOT will have the right to request adjustment or clarifications of any limits inventoried, based on our field observation and comparison with the annual inventory. Any disputes which may arise from this review process shall be managed through the escalation process noted herein.

The Offeror and MoDOT shall perform joint Performance Measurement Inspections according to the following annual schedule, in order to measure the effectiveness of vegetation controls for noxious weeds:

Johnsongrass:

June-July/Initial Measurement

Aug. 15-Sept. 15/Corrective Action Measurement (if necessary)

Cut-leaved and common teasel:

May-June/annual measurement

Musk, scotch, Canada and bull thistle:

May-June/annual measurement

Spotted knapweed:

May-June/annual measurement

Each joint inspection shall include a report noting the following items:

General Observations: General observations/discussion based on the inspection team driving and observing at least 30 center-line or at least 60 lane-miles of the routes included in the scope of this contract (which include weed areas identified in the most recent inventory).

Random Segment Review: A performance report on a minimum of 10 randomly selected sites, indicating the percent of control achieved for target species on each of these 10 roadside segments. Random segments shall be identified by numbering weed locations, per the preceding annual inventory, and then selecting random sites for review based on a random number generator included in the scoring spreadsheet. Each roadside segment shall include observation of a 0.1 mile segment of the roadside for the width dimensions as noted in this contract (0-25 ft. and 25-50 ft. as applicable) in each location. The target performance measure is 80% control, as compared to the baseline annual inventory report.

Biased Segment Review: A performance report on as many as 4 roadside segments, specifically selected by MoDOT, based on customer call reports, MoDOT staff observations, or sites noted during the General Observations. Each of these biased segments shall include observation of a 0.1 mile segment of the roadside for the width dimensions as noted in this contract (0-25 ft. and

25-50 ft. as applicable) in each location. The target performance measure is 80% control, as compared to the latest preceding baseline annual inventory report.

Control is defined as a percentage of each weed location indicating the effects of herbicide application to target species, including preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means. Digital photos and/or video shall be obtained of all random and biased segments which are reviewed for performance. All prior photos/video shall be used for comparison for each subsequent performance review. Video from the annual inventory shall also be available for comparison of any sites in question during the performance review. Relative control percentages may be developed from this photos/video for use in subsequent performance review.

Refer to Attachment 6, Payment Scoring Table, for reporting format.

Independent Review

The Offeror and MoDOT shall perform all required inspections jointly, coordinating between the MoDOT Project Administrator and the Offeror Project Manager. If any dispute or clarification is required to determine performance payment calculations, MoDOT, in their sole discretion, will employ an independent review consultant to assist by providing an independent opinion, to be used by the MoDOT Project Administrator in making performance payment calculations.

Independent Reviewer: Dr. Reid Smeda, University of Missouri

MoDOT Herbicide application records covering a portion of Montgomery County for the previous 3 years may be reviewed by the Offeror at the New Florence Maintenance Facility. The Offeror shall coordinate with MoDOT staff at the New Florence Maintenance Facility to schedule such reviews during normal working hours when staffs are available. This herbicide application data is provided for the information of the Offeror, and the Commission assumes no liability for the Offeror's use or interpretation of this information.

Measurement and Payment

The Offeror will be paid an annual payment for the annual inventory at the established unit price, which may be invoiced following MoDOT review and approval of each annual inventory.

Note: Performance Monitoring field review will be conducted with the awarded Offeror during the summer of 2014; however no performance deduction shall be considered or assessed this first year, due to the timing of contract award. Subsequent years shall follow the process included herein.

The Offeror shall be paid the monthly price for noxious weed control, as agreed upon in this contract, subject to the following damages or incentives related to performance, as measured by the Performance Measurement Inspection process:

Following each Performance Measurement period, the Offeror’s monthly payment shall be reduced by the percentage of control which falls below 80%, computed as follows:

Performance Payment Deduction Summary

Species	Performance measurement		Deduction Months	
Teasel		June	July through December	6
Thistle		June	July through December	6
Knapweed		June	July through December	6
Johnsongrass	1st	July	August and September	2
	2nd	September	October through March	6

Johnsongrass: Performance Measurement in July, Pay Deducted for August and September, Corrective Action Review in September. If Corrective Actions result in 80% or better control, then no further deductions will be applied the remainder of the year. If Corrective Actions do not result in 80% or better control, and additional 6 months of deductions shall apply.

All Species except Johnsongrass: Performance Measurement in June. If control is less than 80%, pay shall be deducted for the subsequent 6 months (July through December). The total percentage control will be computed during the joint MoDOT/Offeror measurement periods. The average percentage of total control for all random and biased Segment Reviews will be generated after each monitoring period. Any percentage of total control, which falls below 80% shall result in deductions to be withheld from the next six (6) sequential monthly Offeror Payments for Noxious Weed Control. The amount of such deduction shall follow the applicable percentage indicated on the Payment Scoring table (Attachment 6). In the case of Johnsongrass, the percentage of total control which falls below 80% shall be withheld for the next subsequent 2 months, at which time a corrective action Segment Review will be conducted. If the Johnsongrass areas score 80% or higher during the corrective action segment review, no further deductions will be applied until the next monitoring period. If the Johnsongrass areas score lower than 80% during the corrective action segment review, applicable deductions will be withheld for the subsequent 6 months following the corrective action Segment Review.

Deduction amounts will be computed as a percentage of the monthly Performance Payment amount, as follows:

Performance Score of 8.00 or higher	Full Payment
Performance Score of 6.00 to 7.99	Deduct 30%

Performance Score of 5.99 or lower Deduct 50%

The Offeror may qualify for a lump sum incentive, at the conclusion of the 3rd annual inventory, based on the percentage of total control achieved as compared to the initial or baseline annual inventory. One additional lump sum incentive shall also be available at the conclusion of the renewal period (5th annual inventory), if the option for the renewal period is executed. Each of these lump sum incentives will be valued at \$5000, and may be invoiced following the 3rd and 5th performance monitoring periods, after the 3rd and 5th performance monitoring reports are reviewed and confirmed by MoDOT as greater than 80% effective weed control.

MoDOT will assign a Project Administrator representing MoDOT to work with the Offeror's Project Manager. The Project Administrator and the Project Manager will work together to resolve issues or questions such as scheduling, treatment employed, and any time restrictions related to local events, other contracts, or public perception issues, that are identified.

Scheduling and Coordination of Offeror Work

The Offeror shall submit an annual work plan, noting schedule of planned work activities, including annual inventory, weed control operations, and performance measurement activity. This schedule shall be submitted to the MoDOT Project Administrator for approval. Schedule variations are allowable due to weather or other circumstances beyond the Offeror's control, provided prior notification and coordination is made with the MoDOT Project Administrator.

Restricted areas are defined areas where the Offeror shall not conduct any spraying or other noxious weed control operations. These restricted areas include:

- All areas within 50 ft. Railroad track centerline, where railroads cross MoDOT ROW.
- Railroad ROW, where this ROW exists parallel to MoDOT ROW.
- Any Rest Area/Welcome Center areas, located beyond 25 ft. from edge of mainline route pavement.

Residential or Commercially developed areas which are maintained with landscaping or mowed grass cover onto MoDOT ROW (Coordinate any areas within established City Limits with the MoDOT Project Administrator prior to any spraying operations in these areas.).

MoDOT will be conducting both Maintenance and Construction activity throughout the contract period. The Offeror shall coordinate operations to minimize any conflicts with mowing, maintenance, or construction operations. The MoDOT Project Administrator will provide anticipated work schedules for these activities to assist in this coordination. These MoDOT schedules are provided for information only, as they are susceptible to re-scheduling or cancellation due to unpredicted events, including weather. Scheduled MoDOT operations shall take priority over Offeror operations, if a conflict does occur.

MoDOT mowing and brush control activities and potential permit haying operations are conducted throughout the year. The Offeror shall coordinate their operations to minimize or eliminate any potential conflicts with scheduled MoDOT operations. Mowing typically takes place three times per year, during the beginning, middle, and end of each growing season, and may be adjusted based on excessively dry or wet years. Typical annual mowing cycles (by MoDOT staff) are provided below for information and coordination of inventory and spray application activities. These dates are subject to change with varying weather conditions.

		Major Roads	Minor Roads
FIRST MOWING	Start Mowing	May 12	May 27
	Completed Mowing	May 23	June 13
SECOND MOWING	Start Mowing	July 14	July 28
	Completed Mowing	July 25	August 15
Final Mowing	Start Mowing	Oct. 13	September 29
	Completed Mowing	Nov. 14	Nov. 14
OPTIONAL MOWING	As warranted		

Force Majeure events, such as weather conditions, beyond the Offerors control which interfere with Offeror operations, will be evaluated upon request from the Offeror. The National Weather Service will be used as the information and record source for any weather-related evaluation of impact to the Offeror’s operation, from the following link:

<http://www.crh.noaa.gov/lsx/>

Data from this source which demonstrate a minimum 30% increase/decrease from historical average conditions will be considered for potential impact.

Safety Plan

The Offeror shall prepare and submit a Safety Plan for conducting their operations, including a listing of potential risks, mitigating measures, Personal Protective Equipment (PPE), Emergency Contact Lists with office and cell phones, and any other applicable information to conduct the work safely. The Safety Plan shall address roadside emergencies or accidents, herbicide storage/handling, traffic safety, equipment operations, equipment checks and maintenance, and communications between MoDOT and Offeror office and/or field staff. Example Safety Plan is included as Attachment 7.

Work Zone Traffic Management Plan

Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and Engineering Policy guide Division 616

(current version at time of price submittal) which contains detailed traffic control Typical Applications (TA's) for a variety of situations. All traffic control devices shall be in accordance with the 2009 Manual on Uniform Traffic Control. Flagger operations shall require flagger training and personal protective equipment per Section 616.20 of the MoDOT Engineering Policy Guide. The link to MoDOT's Engineering Policy Guide is: http://epg.modot.org/index.php?title=Main_Page

Required Response: The Offeror shall provide detailed traffic control plans for each work zone setup they anticipate.

MoDOT's Project Administrator, the Offeror's Project Manager and the Offeror's Worksite Traffic Supervisor will meet either in person or by telephone weekly during the weeks that the Offeror is working on the roadways. By 4:00 PM every Wednesday during this same time period the Offeror shall submit to the Project Administrator an updated traffic management schedule for review and approval. The Offeror shall contact the Project Administrator at least 24 hours in advance of any schedule or traffic control plan changes. MoDOT reserves the right to adjust the traffic management schedule to coordinate work with other MoDOT projects or other roadway disturbances. Any adjustments made will not automatically allow the Offeror to work past the deadlines outlined in the contract.

During the periods of time when the Offeror is not working, meetings or telephone conferences shall be on an as needed basis to continue the flow of communication regarding future work plans and any potential conflicts to those plans including but not limited to maintenance or construction work planned for the designated roadways.

In order to ensure minimal traffic interference, the Offeror shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed or restricted until material is available for continuous operations and the Offeror is prepared to diligently pursue the work until the closed or restricted lane is opened to traffic.

The Offeror shall, upon approval of the Project Administrator, shall take proactive measures to reduce traffic congestion in the work zone.

The Offeror shall be responsible for maintaining the existing traffic flow through the work zone during any working conditions. If disruption of the traffic flow occurs and traffic is backed up in queues of 10 minute delays or longer, then the Offeror shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign the Offeror shall extend the advance warning area, as approved by the Project Administrator.

All lanes shall be scheduled to be open to traffic during the following holiday periods, from 12:00 noon on the last weekday preceding the holiday until 9:00 a.m. on the first weekday subsequent to Memorial Day, July 4, Labor Day, Thanksgiving, Christmas and New Year holidays.

Lane closures or restrictions will be prohibited due to special traffic generating events within specific areas of the designated routes. No work shall be allowed on MO 19 during the dates of the Montgomery County fair. The 2014 dates have been set for July 15th through July 19th, 2014. These dates may change slightly from year to year.

MoDOT reserves the right to expand or contract these working hour restrictions based on the various roadway and particular segments of a roadway or on queues that are noticed during actual work zone conditions.

At least one lane of traffic for two and three lane segments and two lanes for more than three lane segments shall be maintained at all times except for brief intervals of time required when the movement of the Offeror's equipment will seriously hinder the safe movement of traffic. Periods during which the Offeror will be allowed to halt traffic will be approved by the Project Administrator.

The Offeror shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the work zone, the Offeror shall notify police or other emergency agencies immediately as needed.

Besides the 911 emergency telephone number for ambulance, fire or law enforcement services, a list of other contacts will be provided at the pre-construction meeting.

Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

In the case of an emergency, MoDOT Incident Response Personnel will be responsible for activating, signing, maintaining and operating an incident bypass route for this project.

Noxious Weed Law Link: <http://www.sos.mo.gov/adrules/csr/current/2csr/2c70-45.pdf#search=%22noxious%20weeds%22>

List of Attachments:

Attachment 1	Montgomery County Route Map
Attachment 2	MoDOT-approved Herbicides
Attachment 3	CPI Payment Escalation
Attachment 4	Herbicide Application Log
Attachment 5	RES Data Sheet

Attachment 6	Performance Scoring Table
Attachment 7	Example Safety Plan
Attachment 8	Montgomery County 50 ft. Inventory Map Segments
Attachment 9	Proposal Bond & Contractor's Acknowledgement

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

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) MHTC's Representative:** MoDOT's District Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Maintenance Division. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Maintenance Division throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. 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.
 2. 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. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
 3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) 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 a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. 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 business entity 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 business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Attachment 10.
- (L) Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity 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. A copy of the affidavit reference herein is provided within this document, attached as Attachment 11.

- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to

annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

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

(V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

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

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

(X) Proposal Guaranty/Contract Bond:

Each bid shall be accompanied by a Proposal Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the RESPONSE submitted. This is to act as a guarantee that the Offeror, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.

If a PROPOSAL BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the Offeror as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful Offerors will be returned as soon as the award is made. The checks or bank money orders of the successful Offeror(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Proposal Bonds will not be returned except on specific request of the Offeror.

Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the Offeror shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible Offeror, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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

(A) SUBMISSION OF PROPOSALS

- 1. Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
- 2. Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- 3. Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- 4. Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 or email at leann.kottwitz@modot.mo.gov. All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., local time, June 20, 2014**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.org/business/contractor_resources/Commodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on June 25, 2014. It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.**
- 5. Pre-Proposal Conference:** **A Pre-Proposal Conference will be held June 18, 2014 from 1PM to 3PM at:**
New Florence MT Shed
540 Tree Farm Rd.
New Florence, MO 63363
Montgomery County-I-70 SOR East

(B) REQUIRED ELEMENTS OF PROPOSAL

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

(C) EVALUATION CRITERIA AND PROCESS

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

A. Experience;40pts

Describe the experience the firm/individual has related to past work and/or education in performance of roadside inventory, successful treatment of noxious weeds.

Rate each proposal on a scale of 1-100 for their experience. Experience should be valid for the activities specifically required in this RFP, including knowledge and experience related to; performance of roadside inventory, successful treatment of target weed species, preventing damage to the treated or adjacent ground cover and/or proven and successful mitigation of any damage which did occur.

B. Contracting experience;20pts

Provide references for any previous contract weed control work performed. Include a listing of owners by name/contact information for specific contracts.

Rate each proposal on a scale of 1-100 for their experience in contracting similar work. Contracts with similar government agencies for similar work products are desired. Successful completion of work, within budget and on schedule is desired. Claims or contract disputes are not desired; however we

will note any mitigating circumstances which are confirmed during owner reference interviews.

C. Price;40pts

Price will be evaluated on a 100 point scoring system, based on relative difference between proposals, with preference to lowest total price, as defined below.

Price scoring will consider the pricing of annual inventory, monthly payment (times 12 months/year), and unit price per acre for additional treatment areas. Add these three items, compute their average, and note the percent higher or lower between each proposal price total. The highest score will be the lowest total proposal price, and will be awarded 100 points. The percent lower from the high score will be subtracted from 100 to arrive at each other proposal score.

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

(D) PRICING

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

**SECTION (5):
PRICE PAGE**

(A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

- | | | | |
|----|---------------------------------|-------------|----------|
| A. | Monthly Performance Cost | (per month) | \$ _____ |
| B. | Annual Inventory | (each) | \$ _____ |
| C. | Additional Unit Price Treatment | (per acre) | \$ _____ |
| D. | Optional Inventory Cost | (each) | \$ _____ |

Any cost not directly associated with each specific Fee Schedule item shall be considered incidental to Monthly Performance Cost.

Escalation for an optional renewal period is addressed in the contract.