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**REQUEST FOR PROPOSALS
MODOT CUSTOMER SATISFACTION TRACKING SURVEYS
RFP 6-150210LK
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LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and (3) 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 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., February 10, 2015.

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 an RFP from qualified organizations to conduct the “MoDOT Customer Satisfaction Tracker Surveys” study for the MHTC and Missouri Department of Transportation (MoDOT). This study is to provide an evaluation of the satisfaction from various MoDOT activities:

- Customer Relations
- Right Transportation Solutions.

This proposal will result in a single three-year contract to provide products for these surveys for the MHTC and the Missouri Department of Transportation (**MoDOT**)

- (B) **Background:** Customer Relations:

- a. MoDOT is interested in an independent assessment of satisfaction of those who have contacted MoDOT with general questions. Most of these contacts will have been by phone, although other contacts, such as responses to letters are also of interest.
- b. A survey tool has been developed that has been successfully implemented for over 5 years prior to this contract. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.

Right Transportation Solutions:

- a. The Missouri Department of Transportation is interested in an independent assessment of customers to determine their perceptions toward specific projects. Ultimately answering the question of: “Did MoDOT provide the right transportation solution?” in relation to their local projects.
- b. A survey tool has been developed that has been successfully implemented for over 5 years prior to this contract. The survey asks for customer ratings based upon the particular projects in their area during a specified time period. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.

- (C) **Contract Period:** The contract period will begin the date the agreement is executed by the MHTC unless otherwise agreed to by the parties.

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

- (E) **Contract Renewal:** MHTC may elect to renew the Resulting Agreement in its sole discretion in accordance with the terms and conditions of the original Resulting Agreement and limited to two (2), twelve month periods, or any portion thereof. In addition, MHTC reserves the right to pursue renewal of the Resulting Agreement past the expiration of all allowable contract periods if such renewal is deemed in the best interest of MHTC and upon such determination, MHTC shall seek Offeror's consent to the renewal. Any renewals shall be documented through the parties entering into a formal contract amendment signed and approved by the parties' respective duly authorized representatives.
- (F) **RFP Schedule:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. The time of day for the following events shall be between 7:30 am and 4:00 pm, Local Time. MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Date:	Action:
January 20, 2015	MoDOT posts RFP to the website: http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm
January 26, 2015	Written comments or questions must be submitted to RFP Coordinator
February 3, 2015	Follow-up responses will be posted publicly on the website: http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm
February 10, 2015	Written proposals must be submitted to RFP Coordinator.

(G) **Project Schedule:** The following is an estimate of the project timeline or information on key dates within the project, presuming the project starts February 25, 2015. Proposals need to include a work plan with a proposed timeline. While alternative timelines will be considered, an extension is unlikely. The project timeline will be finalized during the contracting phase.

Customer Relations:

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
Contractor provides 15 monthly briefing showing results from previous month's calls displaying a minimum of 200 survey responses from the previous month.	Second business week of each month
Contractor provides Q1 CR quarterly survey report for MoDOT covering January – March 2015 (draft due one week prior)	April 8, 2015

covering January – March 2016 (draft due one week prior)	April 8, 2016
covering January – March 2017 (draft due one week prior)	April 8, 2017
Contractor provides Q2 CR quarterly survey report for MoDOT covering April – June 2015 (draft due one week prior)	July 10, 2015
covering April – June 2016 (draft due one week prior)	July 10, 2016
covering April – June 2017 (draft due one week prior)	July 10, 2017
Contractor provides Q3 CR quarterly survey report for MoDOT covering July – September 2015 (draft due one week prior)	October 9, 2015
covering July – September 2016 (draft due one week prior)	October 9, 2016
covering July – September 2017 (draft due one week prior)	October 9, 2017
Contractor provides Q4 CR quarterly survey report for MoDOT covering October – December 2015 (draft due one week prior)	January 8, 2016
covering October – December 2016 (draft due one week prior)	January 8, 2017
covering October – December 2017 (draft due one week prior)	January 8, 2018
Contractor provides CR Annual survey report for MoDOT covering January – December 2015 (draft due one week prior)	January 15, 2016
covering January – December 2016 (draft due one week prior)	January 15, 2017
covering January – December 2017 (draft due one week prior)	January 15, 2018

Right Transportation Solutions:

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
MoDOT provides a list of projects and District Contacts to Contractor	August 14, 2015
Contractor finalizes zip code list with MoDOT District Contacts	August 28, 2015
Contractor mails survey to recipients within zip code list	Sept-Nov 2015
Contractor provides RTS survey report for MoDOT	December 18, 2015

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

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

(1) **Research Objectives:** MHTC is soliciting proposals from qualified organizations, namely private consultants, universities and/or research organizations. MHTC expects this research to provide an evaluation of MoDOT's customers' satisfaction toward specific programs as described in detail below and to be summarized and promptly reported electronically on a schedule listed below.

The project deliverables shall include an implementation value for each individual recommendation. This analysis should provide a real-time comparison of the value resulting from implementation versus the costs of current practice.

(B) **Specific Requirements:** The Offeror will provide to the General Services Procurement Unit one original and three copies of a program proposal which will include the following:

Customer Relations:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide an evaluation of satisfaction from individuals who have contacted MoDOT. MoDOT expects this review to result in monthly, quarterly and annual reports providing the data received by using the following methodology:

- a. By the last business day of the month, MoDOT will provide a list of individuals who have contacted MoDOT during the month.
- b. The Offeror will ensure a minimum of 200 telephone and/ or online surveys are completed from the list.
- c. The Offeror tabulates the results and provides a monthly report from the previous month's calls to MoDOT.
- d. The Offeror will also provide a comprehensive report summarizing the quarterly findings in early July; October; January and April each year. The results are reported each quarter in MoDOT's Tracker.
- e. Each calendar year, the Offeror will summarize the findings in an annual report for the previous calendar year. This report will also look for differences between various groups using the information in the call report databases (for example, if District X has a statistically significant higher

overall satisfaction rate than other districts, it would be documented so MoDOT can look to District X for any best practices to be replicated statewide.)

- f. The survey plan must ensure the privacy of all surveyors and participants.

Right Transportation Solutions:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide a direct measure of customers' perception toward specific projects using an assessment of customer satisfaction with the transportation solutions. MoDOT expects this review to result in an annual report summarizing the data received by using the following methodology:

- a. Participant identification strategy, data collection plan, and survey prototype.
- b. Two surveys to address small, medium, large and significant projects – for three completed projects in each of the seven districts. One survey for most projects with another for bike/ pedestrian accommodations.
- c. The survey plan must ensure the privacy of all surveyors and participants.
- d. Work with each district contact to identify appropriate survey distribution location for each project and devise a creative distribution process.
- e. Coordinate survey collection.
- f. Annual report to MoDOT on December 18, 2015.
- g. Data entry and analysis of survey results in a report to MoDOT, including the transcription of all survey comments.

The Offeror will provide the Contract Administrator a proposed work plan to meet all provisions noted in Section (2), Paragraph A, adhering to the following specific requirements:

- (1) Proposal work plans are limited to ten (10) single spaced pages. The entire proposal must include the scope of work, experience pages (attach Exhibit B), personnel pages and reference listing (attach Exhibit A). Proposals should use a font size of no less than eleven (11) points. Organizational charts, examples of finished work product and resumes are not included in the ten-page limit.
- (2) Proficiency with and access to Microsoft Word, Access, Power Point, and Excel, Adobe Acrobat, surveying software, and SPSS, or other statistical programming software that can accommodate surveys.
- (3) Offeror must be able to comply with the proposed schedules of events upon award of contract.

(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 Transportation Planning Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Transportation Planning 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 Transportation Planning 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/qc_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 Exhibit C.
- (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 Exhibit D.

- (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

**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, no later than **January 26, 2015**.

(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 along with examples of finished work product.
- (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 Sub-Officer, if any, and complete contact information for that Sub-Officer.

- (3) **References:** Proposals should indicate the name, title, email, and telephone number of at least three officials of clients within the past three years.
- (4) **Project Plan:** A narrative style description must be included of how the Offeror will work with MoDOT in order to fulfill project-specific requirements. This section should be no longer than ten (10) pages in length, with a font size no less than 11 points. This length limit **does not** include forms or resumes or examples of finished work product attached to the proposal. The project plan shall include all items outlined in Section 2 and recognize the ultimate authority of MoDOT to approve the work plans.

(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, expertise and reliability; 45%
 - B. Cost, fees and expenses; 35%
 - C. Overall clarity and quality of proposal 20%
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) **Cost Estimate:** The Offeror must submit a proposed cost estimate for all services defined in the Scope of Work. This estimate must be shown on Section (4), Price Page, of this proposal which must be completed, signed, and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

(A) **Cost Estimate:** The Offeror shall indicate below all costs for providing services in accordance with the provisions and requirements stated herein. Include a cost estimate for each survey listed under Section (2):

Cost Estimate-Customer Relations	
Expenses	Estimated Amount
Salaries	
Benefits	
Operating Expense	
F&A Cost	
Miscellaneous (list-attach additional sheet if needed)	
Total	

RENEWAL INFORMATION: The Offeror shall provide below the maximum percentage of increase and the maximum percentage of decrease for each renewal period.

1st Renewal Period: _____ % of maximum increase _____ % of maximum decrease
 2nd Renewal Period: _____ % of maximum increase _____ % of maximum decrease

Signature

Date

PRICE PAGE
Continued

Cost Estimate-Right Transportation Solutions	
Expenses	Estimated Amount
Salaries	
Benefits	
Operating Expense	
F&A Cost	
Miscellaneous (list-attach additional sheet if needed)	
Total	

RENEWAL INFORMATION: The Offeror shall provide below the maximum percentage of increase and the maximum percentage of decrease for each renewal period.

1st Renewal Period: _____ % of maximum increase _____ % of maximum decrease

2nd Renewal Period: _____ % of maximum increase _____ % of maximum decrease

Signature

Date

EXHIBIT A
FIRM'S PRIOR EXPERIENCE

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT _____

PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name)

(Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

