



CCO Form: GS  
Approved: 03/16 (AR)

**REQUEST FOR PROPOSALS  
FOR  
ON-LINE SURPLUS AUCTION SERVICES  
RFP # 6-160630LK  
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**ATTACHMENT 1- EXAMPLE TEMPLATE FOR ACTIVITY REPORT**  
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**ATTACHMENT 4- ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
**ATTACHMENT 5- APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
**ATTACHMENT 6- TECHNICAL PROPOSAL & EVALUATION GUIDE**  
**ATTACHMENT 7- CONTRACTURAL AGREEMENT EXHIBIT**

**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## 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 PM Central Time, June 30, 2016**, at the office of the RFP Buyer of Record:

*Leann Kottwitz, CPPB*  
*Senior General Services Specialist*  
Missouri Department of Transportation  
Central Office General Services  
830 MoDOT Drive; P.O. Box 270  
Jefferson City, MO 65109  
Email: Leann.kottwitz@mo.modot.gov

All documents must be sealed and should be clearly marked “**On-line Surplus Auction 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.

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**

**(A) Request for Proposal:** This document constitutes a RFP from prospective qualified Offerors to provide comprehensive web-based online auction service for the purpose of selling surplus property for the MHTC and the Missouri Department of Transportation (MoDOT).

**(B) Background:** MoDOT has an active on-line surplus property program that generated \$393,790.40+ in revenue from January 2013 through April 2016. MoDOT currently has 8 accounts; one (1) for the Central Office, located in Jefferson City, Missouri, and seven (7) statewide accounts for MoDOT's seven (7) Districts.

The revenue was generated from a program utilizing an on-line auction service during this time. It is anticipated that MoDOT will continue to utilize and maximize this method for all surplus items that are available under this type of surplus disposal. No minimum level of items to be auctioned or the estimated value of surplus property to be sold will be guaranteed under this contract.

Surplus property that has been sold using this method of disposal consists of, but is not necessarily limited to, the following types of items:

- |                                 |                           |
|---------------------------------|---------------------------|
| ▪ computer/electronic equipment | ▪ HVAC equipment/supplies |
| ▪ office equipment              | ▪ furniture               |
| ▪ vehicles                      | ▪ highway equipment       |
| ▪ builders supplies             | ▪ obsolete supplies       |
| ▪ electrical supplies           | ▪ scrap metal             |
|                                 | ▪ used lumber             |

The Offeror for the on-line surplus auction service (herein after referred to as "Service") will work directly with MoDOT employees assigned such surplus disposal tasks in each District and Central Office Divisions to coordinate implementation of the program and provide associated customer service to these employees. Individual MoDOT Districts may elect to use the on-line surplus auction service, but are not required to do so. Each District and Central Office Division that signs up for this Service will be issued an individual account number by the provider.

**Note on Payments by Bidders:** All payments by the bidders for items sold through the on-line surplus auction **must** be via the on-line surplus auction's payment process. This may include various credit cards, debit cards, 3<sup>rd</sup> party payments to a business such as PayPal, wire transfers and other methods of payment. See Section 2, paragraph 8.0 "Bidder Payments", for additional information.

**(C) Contract Period:** The Contract Period for the performance of the services described in this RFP is from the date of the fully executed Resulting Agreement through three years. The Offeror shall perform any and all the 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 Offeror in response to **SECTION 6: PRICING PAGE** of this RFP.

(D) **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 additional one-year periods, or any portion thereof. In the event that 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 Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively.

(E) **Non-Exclusivity:** The Missouri Department of Transportation reserves the right to obtain like or similar Services of this or other providers when use of such Services is deemed in the best interest of MoDOT. MoDOT will not limit the avenues that they have available for disposal of surplus property. It is the intent of MoDOT to dispose of the majority of surplus through the online auction process. MoDOT reserves the right to conduct sales in any manner appropriate to the item(s) being listed for sale.

(F) **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
June 3, 2016	Issue RFP and Advertise intent to solicit proposals.
June 10, 2016	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
June 15, 2016	Issuance of Amendment with resolution of any questions submitted. <a href="http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm">http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm</a>
June 30, 2016@2:00PM	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

(G) **Contractual Agreement:** The awarded Contractor will be required to execute an agreement with the MHTC prior to providing any services outlined in the RFP. A copy of the agreement form to be executed is attached to this RFP for your review (*see Attachment H*).

**PLEASE NOTE the MHTC will not execute any contract forms submitted by the Offeror as part of this RFP.** Any modifications requested by the Offeror to the agreement form must be submitted in writing to the RFP Coordinator on or before the date and time outlined in the RFP Schedule of Events for receipt of questions. If any of the requested changes are approved by the MHTC, all Offerors will be notified via an addendum to the RFP.

## **SECTION 2: SCOPE OF WORK AND SPECIFIC SERVICES**

**(A) Scope of Work:** The Offeror agrees to provide to MHTC the following services:

The Offerors system must be fully functional and implemented within thirty (30) calendar days of MoDOT's issuance of the notice to proceed to the Offeror. The Offeror should provide, at a minimum, the following Services:

### **1.0 Offerors Requirements**

- 1.1 At a minimum, the Offeror must provide MoDOT personnel with appropriate training utilizing on-line, computer based training sessions.
- 1.2 The Offeror must have a toll-free telephone number and an email address for customer help desk assistance that is available from 8:00 a.m. - 4:00 p.m. Central Time (CT), Monday through Friday, for timely reply to questions submitted by MoDOT personnel related to the system.
- 1.3 The MHTC must not be billed or charged additional fees by the Offeror for any type of upgrades.
- 1.4 The Offeror shall provide marketing of this web-based auction service site to enhance the number of bidders. Any news release, photographs, or public announcement pertaining to any activity conducted in association with the contract, or any advertising copy and placement, shall not be made without the prior written approval of the MHTC. The Offeror shall provide documentation of all marketing efforts, e.g., copies of print advertisements, schedules of radio or television spots, etc., to the MHTC. The Offeror shall alert, notify, publish, or otherwise communicate to electronic newsgroups, clubs, trade associations, professional associations, registered auction members, or other known interested individuals the presence of a MoDOT auction on the Offerors web site. The Offeror shall, upon request by MoDOT, provide advertising services for unique or high value property.
- 1.5 The Offeror shall be responsible for securing all necessary licenses, certifications and permits, if any, for selling the MHTC's surplus property over the Internet.
- 1.6 The Offeror shall require the bidder to agree to the MHTC's Terms and Conditions (See Attachment 2) before placing a bid.
- 1.7 A web link will be placed on the MoDOT web site to direct Bidders to the Offerors auction site.

### **2.0 General System Layout & Overview**



- 2.1 The Offeror shall supply a system that will have a minimum of three (3) distinct sites:
- a. Authorized Customer Site. City and county governments and their subdivisions and authorized non-profit agencies that are pre-qualified for direct purchase from the MHTC are classified as “Authorized Customer Site”. The Authorized Customer Site will only be available to those Bidders which have access rights granted by MoDOT.
  - b. Restricted Property Site. Restricted property is a specific item that, by its inherent nature or state and/or federal regulation, requires prospective bidders to have appropriate licenses in order to purchase or possess these items. This site will only be available to pre-qualified bidders with valid credentials that have been verified by MoDOT.
  - c. Public Auction Site. This site shall be available to anyone with Internet access. There shall be no registration requirement with MoDOT or the Offeror to view property on this site. However, no Offeror shall be able to place a bid on an item unless they have registered with the Offeror and are in good standing with the Offeror.
- 2.2 Items will remain on the Offerors web page until removed by, or with the approval of, MoDOT. All item-specific information shall remain on the Offerors system until removed by MoDOT.
- 2.3 The Offerors system will provide a “help tab”, or similar service, to assist bidders.
- 2.4 The Offerors system will be accessible seven (7) days per week, twenty-four (24) hours per day, by bidders. The Offeror shall take all reasonable measures to avoid any and all downtime, whether planned or unplanned. Downtime is defined as any period of time in which any or all of MoDOT’s presence on the Offerors web site is unavailable to a potential web site user.
- a. In the event that unplanned downtime occurs, the Offeror shall notify the MHTC’s Representative (refer to Section (2), paragraph C) of this event within one (1) hour of detection if event occurs between the hours 8 a.m. – 3:00 p.m. Central Standard Time (CST). The Offeror must make all reasonable effort to provide this information directly to the MHTC Representative during the core working hours from 8:00 a.m. - 3:00 p.m. Central Standard Time (CST), Monday through Friday. Email notification and telephone messages will be acceptable at other times.
  - b. Cosmetic or design changes (planned downtime) to the Offerors web site by the Contractor, or on behalf of the Contractor, shall not interfere with or disrupt any MoDOT online auction, or cause any disruption with any MoDOT web page(s), without prior written consent of MoDOT.

- c. Failure by the Offeror to maintain 95% uptime (5% or less downtime), whether due to planned or unplanned events, constitutes cause for the MHTC to terminate this contract (refer to Section 3, paragraph M). Failure by the MHTC to terminate the contract for cause in this circumstance shall not be construed as a waiver or relinquishment of the MHTC's right to do so in future occurrences.

### **3.0 Page Layout & Specifics**

- 3.1 The "lots for sale" screen(s) for the Offerors system shall display the surplus item(s) and include, but not be limited to, the following: at least one (1) thumbnail picture (if made available by MoDOT), the MoDOT assigned lot number, a short description, and the auction closing date.
- 3.2 The Offerors system shall have a search feature whereby the user can conduct a search of all property that the user is qualified to purchase or acquire. This feature must allow the user to search, at a minimum, by state, by item description or item category.
- 3.3 The Offerors system will have ample space provided to load detailed descriptions and be able to support the capacity to display a minimum of four (4) pictures of each item or no picture at all if so desired by MoDOT.
- 3.4 The Offerors system shall include a feature that allows the user to enter specific contact data, e.g., name, email address, phone, date, with an area to list questions or comments about the items, which in turn, will be sent by email to MoDOT.
- 3.5 The Offerors system shall have ample space to upload video of the item(s) if so desired by MoDOT.

### **4.0 Authorized Customer Site**

- 4.1 The Offeror's system will have a secure viewing area that will list items for redistribution that will be accessible only to Authorized Bidders registered with MoDOT. No other prospective bidders will be allowed to view items in this area.
- 4.2 The Offeror shall provide a separate log-in for the Authorized Customer Site that will enable authorized bidders to view available property. This site must have the capability to view photographs of the property and a field to indicate the fixed price for the item. The Offeror shall provide a link for each item that will allow an authorized customer to contact MoDOT to either request information about the item or to place a "hold" on the item. The Offeror's system shall have the capability to automatically return the item to the site if the customer does not acquire the item within the time frame established by MoDOT.
- 4.3 Items listed in the Authorized Customer Area will not be sold on-line. These items are available for the authorized customer to either view or to notify MoDOT of their intent to purchase. Items listed on the authorized customer site will be eligible for transfer to the public auction site after review by MoDOT.

## **5.0 Restricted Site**

- 5.1 The Offeror's system shall provide a minimum of one (1) separate bidding area for restricted items to be accessed only by pre-qualified bidders.
- 5.2 The Offeror's system shall have the capability to block access to specified bidders within the restricted bidding areas.
- 5.3 Restricted site auction services shall be able to provide for a fixed auction end time to be determined by MoDOT.

## **6.0 Public Auction Site**

- 6.1 All property offered for sale on the public auction site will be available for viewing at all times without requiring the viewer to be registered.
- 6.2 The Offeror's system shall offer members of the general public the ability to register on-line. No bids shall be accepted by anyone not properly registered and in good standing with the Offeror and MoDOT.
- 6.3 All public auctions will be conducted in real time by an Internet-based bid acceptance system. **Public auction services shall be able to provide for a fixed auction end time to be determined by MoDOT.**

## **7.0 Agency Access to System**

- 7.1 MoDOT will have sufficient access to the system in order to make additions or subtractions of items listed, edit item details or add photos of items as desired. MoDOT reserves the right to remove items from the web page at any time. MoDOT will not offer an option for the Offeror to provide this requirement for MoDOT. MoDOT shall have access to the system, whether in a supervisory role or hands on role, in overseeing additions, deletions, etc., to auction listings.
  - 7.1.1 This is an essential requirement. If, for whatever reason MoDOT deems necessary, a posted item is needed for use by MoDOT, such items will be withdrawn from auction. In addition, if substantial errors are discovered in the description of the property, MoDOT will remove the property from auction and re-auction it with a corrected description.
- 7.2 MoDOT will have the ability to determine minimum acceptable bids, bid increment amounts, terms of sale and control all timeframes for all items in regards to disposal phases and auction particulars.
- 7.3 MoDOT will handle all lotting and/or batching of property listed on the auction site. This option cannot be relinquished due to audit and inventory requirements.

## **8.0 Bidder Payments**

- 8.1 After electronic award has been made, the Offeror shall be responsible for receipt of all bidder payments.
- 8.1.1 The Offeror shall be required to collect and hold all monies, i.e., bid price, commission, and any applicable fees, from the bidder in the course of an auction held on behalf of MoDOT. The Offeror must be responsible for all monies collected, for all sale prices announced and recorded and must assume all liability for handling the same.
- 8.1.2 The Offeror shall accept credit/debit cards as full payment for property purchased. When accepting credit/debit payments, the vendor will do so at its own expense. *MoDOT will not be responsible for credit/debit card fees.* The only allowable charge to the bidder will be the percentage that the Offeror states in their proposal as a buyers' premium. If necessary, the Offeror may also accept other payments from bidders (i.e.: wire transfers from 3<sup>rd</sup> party), in order to complete the transaction. ***MoDOT WILL NOT COLLECT PAYMENTS FROM BIDDERS.*** The Offeror will be responsible for handling all payments in whatever manner they are made.
- 8.1.3 If sales tax collection is required for property sold by the Offeror on behalf of MoDOT, it shall be the Offeror's responsibility to collect and remit the taxes.
- 8.2 The customer will have minimum of five (5) calendar days, but no more than ten (10) calendar days, after the end of the auction to **pay for** all items that were awarded. The customer will have a maximum of ten (10) business days (as defined by MoDOT) after the end of the auction to **pick up** all items that were awarded. Property removal extensions must be approved by MoDOT upon request from the customer. MoDOT will notify the Offeror if such extensions are granted.
- 8.3 The Offeror will be responsible for providing a reminder to MoDOT and the bidders that have not paid for their item(s) within the five (5) calendar day period, or picked up their items within the ten (10) day period allowed. MoDOT is to be included as a recipient of these reminders for record keeping purposes.
- 8.4 After the bidder has paid for the property, the Offeror shall send a bidder receipt/property release form by e-mail to MoDOT. The design and layout of the customer receipt/property release form shall be of a style and type approved by MoDOT and must include, at a minimum, the following information:
1. Bidder name
  2. Name the item is to be titled in (if applicable)
  3. Valid physical mailing address
  4. Telephone number
  5. Facsimile number (if applicable)
  6. E-mail address
  7. MoDOT inventory control number (if provided by MoDOT during the posting process)
  8. Unique document control number (issued by the Offeror)

9. Description of purchased property (must include quantity and all identifying mark(s) as supplied by MoDOT to the Offeror)
  10. Price paid by the customer for the item(s)
  11. Date the customer paid for the item(s)
- 8.5 MoDOT will prepare all sales documents (invoices and/or bills of sale) as the customer receipt/property release forms are received from the Offeror. These documents will be completed based on the information supplied on the customer receipt/property release form. After the property has been picked up, MoDOT will notify the Offeror stating that the property has been removed from the sales location. This notification will contain the date that the property was removed.
- 8.6 If the bidder has not removed their property within the time frame set by MoDOT for the item, the Offeror shall, after approval from MoDOT, take actions to block the bidder from any future purchases of any MoDOT surplus property from all MoDOT accounts throughout the state.

#### **9.0 Offeror's Commission Fees**

- 9.1 The Offeror's compensation shall be contingent upon the satisfactory completion of authorized auction sales as described below.
- 9.2 A commission fee shall be assessed on the winning bid price for items purchased from the restricted property site and the public auction site. This commission fee shall be the only compensation for the service performed by the Offeror and will be collected at the time of bidder payment and shall be retained by the Offeror.
- 9.3 The Offeror's commission fees during the initial contract period shall be expressed as a percentage of only four (4) digits. For example: 01.05%.
- 9.4 There shall be no commissions or listing fees charged to MoDOT by the Offeror on any items that are listed on the Offeror's site.
- 9.5 There shall be no commissions or fees charged to MoDOT by the Offeror for items that receive no bids or are withdrawn from sale by MoDOT.

#### **10.0 Contract Transition Services**

- 10.1 The Offeror shall provide an outline, with sufficient detail, for initial contract transition services in accordance with the terms herein. These **non-reimbursable** transition services will be conducted within the time frame allotted in Section 2, paragraph A, of this RFP.
- 10.2 The Offeror shall provide as part of these Services a detailed plan on how they intend to advertise that MoDOT is utilizing their Services.

#### **11.0 Cooperative Procurement**

- 11.1 The Missouri Department Of Transportation (MoDOT) is interested in assisting Missouri governmental entities, etc. in utilizing auctioning services that meet the MoDOT's specifications.

The Offeror should complete Attachment 3 "Notice of Cooperative Procurement" and submit it with other required documentation for this RFP.

## **12.0 Activity Reports and Sales Totals**

- 12.1 The Offeror should submit a listing of the reports available to MoDOT that details the sale information for each of the items/lots sold by the Offeror. The Offeror should submit any other report offerings, i.e. ad hoc, standard, etc., to be made available to MoDOT.
- 12.2 The Offeror should provide a report outlining the total dollar amount obtained for items auctioned on your site in the last 5 years, broken out by calendar year (do not include real estate). Also provide in this report the number of lots were counted as part of this sales total.

## **13.0 Offeror Payments: Terms and Conditions**

- 13.1 The Offeror must transfer to MoDOT the net proceeds of any and all auctions. MoDOT has the capability to accept electronic funds transfers from the Offeror.
- a. This transfer of funds must be received within six (6) business days of notification to the Offeror that the surplus items have been picked up by the bidder.
  - b. The Offeror shall provide a printed copy of an activity report that shows detailed auction-related information with payment (See Attachment 1) that balances with the auction proceeds. If at all possible, this activity report should be submitted one (1) business day before MoDOT's receipt of the funds transfer.
- 13.2 MoDOT, at its discretion, may modify the information requirements of the activity report.
- 13.3 MoDOT shall confirm the auction settlement. Any discrepancy in accounting shall be announced in writing, and shall be remedied by the Offeror within five (5) business days of Offeror's receipt of such information.
- 13.4 The Offeror will retain applicable commission fees in accordance with the Offeror's submitted Fee Schedule.

### **SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION**

**(A) 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's proposal must be divided into sections corresponding to the list of elements described below.

**1. Qualification and Experience:** With regard to documenting its experience, expertise, and reliability in performing on-line surplus auction services, the Offeror must provide information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between MHTC and the Offeror pursuant to this RFP. At a minimum, the following information must be provided:

**A.** Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.

**B.** Contract dates.

**C.** A brief, written description of the specific services provided, methods used, and the results associated with the specific services provided.

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

**2. Proposed Method of Performance and Technical Approach:** 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.

**A. 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.

**3. Cost Proposal:** Offerors must complete **SECTION 6: PRICING PAGE** of this RFP as specifically directed therein.

**4. Quality of proposal submission/demonstration/interview:** The proposals will be evaluated based on the adequacy of the Offeror's response in addressing each of the Required Elements of the Proposal listed above.

**(B) 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.

**1. Proposal Format:** The Offeror's submittal must include one (1) original hardcopy document. Three (3) electronic copies of the proposal are desired in addition to the hardcopy document. 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.

**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.

**3. Pricing:** The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The 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.

**A.** MHTC shall not make any payment to the Offeror in advance of the services rendered by the Offeror.

**B.** 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.

**4. 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.

**5. 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.



**6. 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.

**A.** 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.

**B.** MHTC will not consider prices to be confidential information.

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

**7. 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.

**A.** 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, (E) Schedule of Events**.

**B.** 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.

**8. 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.

**9. 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:**

**(A) Evaluation Factors:** The following factors shall be considered in the evaluation of the proposals:

**1. Evaluation Criteria:** 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 and maximum points per each criterion:

<b>Evaluation Criterion Description</b>	<b>Maximum Points</b>
<b>A) Proposed Method of Performance and Technical Approach</b>	<b>40</b>
<b>B) Qualifications and Experience</b>	<b>25</b>
<b>C) Cost Proposal</b>	<b>30</b>
<b>D) Quality of proposal submission/demonstration/interview</b>	<b>5</b>

The Offeror is directed to Attachment 6 “Technical Proposal & Evaluation Guide” for additional information on submitting a proposal for this RFP.

**2. 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 subOfferors, in the evaluation process.

**3. 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. Follow Up Interviews and Demonstration of Services:** At its sole

discretion, the MHTC may conduct such interviews and demonstrations with the highest ranked Offerors who submitted a proposal.

A. Offerors must be available for interviews/presentations at an MHTC facility or by telephone/telecommunication conference on specific dates to be determined by the MHTC.

B. The MHTC reserves the right to require the Offeror to demonstrate the on-line surplus auction service being proposed to meet the requirements of this RFP. Decisions on whether or not to schedule such demonstrations, and which Offerors will be required to provide such demonstrations, are at the sole discretion of MoDOT. Information obtained during any interview and/or demonstration will be utilized, in part, to evaluate the Offeror's **Quality of proposal submission/oral presentations** (see above on Category D).

**(B) 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**

**(A) Agreement Components:** The Resulting Agreement between MHTC and the Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the 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 Offeror's proposal.

**(B) MHTC's Representative:** MoDOT's 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 Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the 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.

**(C) Assignment:** The 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 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.

**(D) 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 Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Offeror and Commission, respectively.

**(E) 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 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 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 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.

**(F) 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.

**(G) 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 Offeror.

**(H) Cancellation of Resulting Agreement:** MHTC may cancel the Resulting Agreement at any time by providing the 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.

**(I) 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 Offeror responsible for damages.

**(J) Status as Independent Offeror:** The Offeror represents itself to be an independent Offeror 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.

**(K) 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 Offeror's subcontracting any portion of the services to be provided under the Agreement. The 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.

**(L) MBE/WBE Participation Encouraged:**

**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.

**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).

**3. Offeror's Responsibility Unconditional:** 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.

**(M) 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.*).

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

**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.

**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.

**3. Incorporation of Provisions:** The Offeror shall include the provisions of this paragraph 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.

**(O) 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:

**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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**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**.

**(P) 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**.

**(Q) Requirements to do Business in Missouri:** Out-of-state Offerors must comply with the following requirements to do business in Missouri:

**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 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.

**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.

**(R) 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.

**(S) 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.

**(T) 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.

**(U) Release to Public/Confidentiality:** No material or reports prepared by the 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.

**(V) 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.

**(W) 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.

**(X) 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 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.

**(Y) 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.

**(Z) 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 Offeror must provide original certificates prior to commencing services.

**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;

**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;

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



**(AA) 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.

**(BB) 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.

**(CC) 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.

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## SECTION 6: PRICING PAGE

### (A) FEE SCHEDULE:

The Offeror will retain applicable commission fees in accordance with his/her submitted fee schedule. **Submit the required information FOR ALL FOUR (4) EXAMPLES as outlined below**, sign where indicated on Pricing Page 2 of 2, and submit this with your other RFP documents. Attach additional supporting documentation as needed.

**NOTICE TO OFFEROR:** Your Cost Proposal MUST INCLUDE ALL COSTS associated with the posting and sale of the described example lot(s). Missing information may result in the Offeror not being awarded points for evaluating the Cost Proposal criteria listed in this RFP.

**EXAMPLES:** The four (4) examples listed below will be used to determine the overall cost points to be awarded to each Offeror.

**Points For Buyer's Premium Fees:** The total amount of *Buyer's Premium Fees* charged to the Buyer for each example lot will be added together to obtain a **Grand Total of Buyer's Premium Fees**.

**Points For Seller's Fees:** The total amount of *Seller's Fees* charged to MoDOT for each example lot will be added together to obtain a **Grand Total of Seller's Fees**.

**Calculation of Points:** The fees will be used in the following evaluation formula to obtain points for the Offeror's Cost Proposal:

Lowest Grand Total of BUYER'S PREMIUM FEE from all examples X 10 (*maximum score*) = *SCORE*  
Grand Total of BUYER'S PREMIUM FEES being evaluated

Lowest Grand Total of SELLER'S FEES from all examples X 20 (*maximum score*) = *SCORE*  
Grand Total of SELLER'S FEES being evaluated

**TOTAL POINTS FOR COST PROPOSAL:** Total points will be determined by adding *Seller's Fees* points plus *Buyer's Premium Fees* points to obtain the GRAND TOTAL OF COST PROPOSAL FEES

**PLEASE NOTE:** The following four (4) examples are given so that MoDOT can evaluate the Offerors fee structures. These examples are not intended to represent surplus items that MoDOT will be placing on a surplus auction site.

### **COST PROPOSAL EXAMPLES**

#### **AUCTION EXAMPLE: # 1**

**Items Posted:** Lot of Laptop Computers, CPUs and Monitors

**Auction End Date:** March 25, 2017

**Winning Bid Amount:** \$1,589

\$ \_\_\_\_\_ dollar amount charged to winning bidder for **Buyer's Premium** to pay on-line

\$ \_\_\_\_\_ dollar amount of **Seller's fees** to be charged to MoDOT. **Fees must be based on your firms fee structure submitted as part of this RFP.**

**PRICE PAGE 2 OF 2**

**AUCTION EXAMPLE: # 2**

**Items Posted:** Chair on Rollers and White Board

**Auction End Date:** March 25, 2017

**Winning Bid Amount:** \$5

\$ \_\_\_\_\_ dollar amount charged to winning bidder for **Buyer's Premium** to pay on-line

\$ \_\_\_\_\_ dollar amount of **Seller's fees** to be charged to MoDOT. **Fees must be based on your firms fee structure submitted as part of this RFP.**

**AUCTION EXAMPLE: # 3**

**Item Posted:** 1988 Ford L9000 12 Yd. Dump Truck

**Auction End Date:** March 25, 2017

**Winning Bid Amount:** \$11,880

\$ \_\_\_\_\_ dollar amount charged to winning bidder for **Buyer's Premium** to pay on-line

\$ \_\_\_\_\_ dollar amount of **Seller's fees** to be charged to MoDOT. **Fees must be based on your firms fee structure submitted as part of this RFP.**

**AUCTION EXAMPLE: # 4**

**Item Posted:** Lot of four (4) Aircraft Turbine Engines

**Auction End Date:** March 25, 2017

**Winning Bid Amount:** \$145,100

\$ \_\_\_\_\_ dollar amount charged to winning bidder for **Buyer's Premium** to pay on-line

\$ \_\_\_\_\_ dollar amount of **Seller's fees** to be charged to MoDOT. **Fees must be based on your firms fee structure submitted as part of this RFP.**

**GRAND TOTAL OF BUYER'S PREMIUM FEES** from examples 1 thru 4: \$ \_\_\_\_\_

**GRAND TOTAL OF SELLER'S FEES** from examples 1 thru 4: \$ \_\_\_\_\_

**SIGNATURE BLOCK AND RENEWAL INFORMATION**

<b>OFFEROR NAME:</b>	
<b>SIGNATURE &amp; DATE:</b>	
<i>NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Offeror. If the Signatory is not the Offeror company president, the Offeror SHALL attach evidence showing the Signatory's authority to bind the Offeror.</i>	
<b>RENEWAL FEES SHOULD BE</b>	<b>Maximum Percent of Increase for Renewals</b>

EXPRESSED AS A PERCENTAGE ABOVE SUBMITTED COSTS OUTLINED ON THE OFFEROR'S FEE SCHEDULE.	1 <sup>st</sup> Renewal Period	2 <sup>nd</sup> Renewal Period

Offeror Printed or Typed Name:\_\_\_\_\_

Mailing Address:\_\_\_\_\_

City:\_\_\_\_\_State:\_\_\_\_\_Zip:\_\_\_\_\_

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## ATTACHMENT 1

### Example Template for Activity Report

Offeror must be able to provide, at a minimum, the following information as a report to be available to MoDOT.

Auction ID	Department (Seller)	MoDOT Asset #	Original Cost	Auction Title	Winner	Close Date	Winning Bid	Pay Status	Paid Date	Fee %	Auction Fee (Amt)	Net (to MoDOT)	Date Picked Up
Monthly Total							XX				XX	XX	
Fiscal YTD Total							XX				XX	XX	

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## **ATTACHMENT 2**

### **Page 1 of 2**

#### **MHTC's Terms and Conditions**

Below is an example of the terms and conditions published by MoDOT for the sale of surplus via an on-line surplus auction service. **THIS IS ONLY AN EXAMPLE.** The official terms and conditions for the on-line surplus service will be provided to the Offeror upon execution of a contract.

#### **Missouri Department of Transportation Central Office Jefferson City, Missouri Online Sales – Terms and Conditions**

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

**Guaranty Waiver.** All property is offered for sale “**AS IS, WHERE IS.**” The Missouri Department of Transportation (**Seller**) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Bidder is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

**Description Warranty.** **Seller** warrants to the Bidder that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the Missouri Department of Transportation shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and the On-Line Auction Provider from liability therefore.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact **MoDOT as specified on the item description** or email: [cogsprocuretechs@modot.mo.gov](mailto:cogsprocuretechs@modot.mo.gov) to schedule an inspection.

**Consideration of Proposal.** The Missouri Department of Transportation reserves the right to reject any and all proposals and to withdraw from sale any of the items listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from On-Line Auction Provider.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are credit and debit cards used through the On-Line Auction Provider's financial system.

Payments to be received from Missouri State interagency entities will be processed utilizing current Missouri State interagency billing practices.

## **ATTACHMENT 2**

### **MHTC's Terms and Conditions**

#### **Page 2 of 2**

**Escrow Payment.** When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Bidder. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Bidder will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Bidder fails to comply with this requirement within the stated time frame, the Seller can declare Bidder in default, bar them from further bidding and have them removed from the On-Line Auction Provider's system. If Bidder is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

**Removal.** All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for moving, loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Bidder will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will the Missouri Department of Transportation assume responsibility for packing, loading or shipping. Property may be removed between the hours of **9:00a.m. and 3:00p.m., Monday through Friday**, excluding legal, federal and Missouri state holidays. Please contact **MoDOT as specified on the item description.** A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. The Missouri Department of Transportation will not issue replacement titles.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Bidder fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Bidder thirty (30) days from the expiration of specified removal date.**

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on the On-Line Auction Provider.

**State/Local Sales and/or Use Tax.** Bidders may be subject to payment of State and/or local sales and/or use tax. Bidders are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the Missouri Highways and Transportation Commission and the Missouri Department of Transportation may bid on the property listed for auction, so long as they do NOT bid while on duty.

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**ATTACHMENT 3**  
**NOTICE OF COOPERATIVE PROCUREMENT**

The Missouri Department Of Transportation (MoDOT) is interested in assisting Missouri governmental entities, etc. in utilizing auctioning services that meet the MoDOT's specifications.

Each Offeror is asked to indicate below whether they would be willing to offer the same services listed in the attached Request for Proposal to these local political entities at the same pricing offered to the MoDOT.

It is understood the MoDOT will not issue purchase orders, nor make payment for these services utilized by any of these agencies. It is further understood the price is based on the services meeting the MoDOT specifications. Any added options, deletions, or extra costs would be negotiated between the local agency and the successful vendor.

Indicate below whether the Offeror is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

OFFEROR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

NAME & SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## **ATTACHMENT 4**

### **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]*

## ATTACHMENT 5

### 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 6: TECHNICAL PROPOSAL & EVALUATION GUIDE (Page 1 of 5)**

<b>SECTION A: MANDATORY REQUIREMENTS: Page 1 of 1</b>	
<b>OFFEROR NAME:</b>	
<p>The Offeror must address <b>ALL Mandatory Requirements</b> section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Buyer of Record will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>▪ Proposal received on or before the Proposal Deadline.</li> <li>▪ Offeror did NOT submit alternate proposals. An Offeror shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Offeror.</li> <li>▪ Offeror did NOT submit multiple proposals in a different form.</li> <li>▪ Technical Proposal does NOT contain any restrictions of the rights of the MHTC or other qualification of the proposal.</li> </ul> <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) have been submitted. Offeror can use this form to assist in gathering and submitting a proposal on the Services described in this RFP.</p> <p><b>NOTICE: In addition to these requirements, the MHTC will also evaluate compliance with ALL RFP requirements.</b></p>	
<b>Proposal Page # (to be completed by Offeror)</b>	<b>Mandatory Requirement Items</b>
	<p><b>A.1</b> Provide the Proposal/Acceptance Form (detailed in RFP Proposal section, page 5) completed and signed, in the space provided, by an individual empowered to bind the Offeror to the provisions of this RFP and any resulting contract.</p> <p><b><i>Each Offeror <u>must</u> sign the Proposal/Acceptance Form without exceptions or qualifications.</i></b></p>
	<p><b>A.2</b> Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> <li>▪ A current written bank reference, in the form of a standard business letter, indicating that the Offeror's business relationship with the financial institution is in positive standing</li> <li>▪ Two (2) current written, positive credit references, in the form of standard business letters, from vendors with which the Offeror has done business or, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months</li> </ul>
	<p><b>A.3</b> Provide a statement of whether the Offeror or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by MoDOT or the State of Missouri) and, if so, the nature of that conflict.</p> <p><b><i>Any decisions regarding a conflict of interest shall be solely within the discretion of MoDOT. Further, MoDOT reserves the right to cancel any award.</i></b></p>

**ATTACHMENT 6: TECHNICAL PROPOSAL & EVALUATION GUIDE (Page 2 of 5)**

**SECTION B — PROPOSED METHOD OF PERFORMANCE AND TECHNICAL APPROACH**

Page 1 of 2

<b>OFFEROR NAME:</b>	
<p>The Offeror must address <b>ALL Technical Approach</b> section items. Offeror should provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team will independently evaluate and score the proposal's "Proposed Method Of Performance And Technical Approach"</p>	
<b>Proposal Page # (to be completed by Offeror)</b>	<b>Technical Approach Items</b>
	<p><b>B.1</b> Provide a narrative that illustrates the Offeror's understanding of the State's requirements and project schedule.</p>
	<p><b>B.2</b> Provide a narrative that illustrates how the Offeror will complete the scope of Services, accomplish required objectives, and meet MoDOT's project schedule. All items/deliverables referenced in this RFP must be addressed and identified. Include examples of screens and forms that will be used during the on-line auction process. This information may include, but not necessarily be limited to:</p> <ul style="list-style-type: none"> <li><b>(1)</b> Training plan,</li> <li><b>(2)</b> Implementation plan,</li> <li><b>(3)</b> General listing of items not suitable for sale on site,</li> <li><b>(4)</b> Policy on establishment of minimum or reserve bids and on establishing bid increments to be determined by MoDOT</li> <li><b>(5)</b> Additional publication advertisements you can offer for Fleet and/or other specialized equipment being sold, provide documentation on efforts to promote such items.</li> <li><b>(6)</b> Credit policies and procedures applied to the MHTC for bidders who do not complete sale after award (i.e.: pay but not pickup; bid but do not pay),</li> <li><b>(7)</b> Ability to generate MoDOT Bills of Sale for items sold and to send them to the winning bidder. MoDOT currently has seven (7) different bills of sale,</li> <li><b>(8)</b> Provide detailed information on the process used in order to allow a bidder to become registered with the Provider,</li> <li><b>(9)</b> How many agencies within the state of Missouri are utilizing your services? And, how many lots have they posted in the last 180 days?</li> <li><b>(10)</b> Provide information on the number of active/current bidders (have placed a bid within the last 180 days) for both bids placed in the state of Missouri and then for all other states,</li> </ul>

SECTION B — PROPOSED METHOD OF PERFORMANCE AND TECHNICAL APPROACH

Page 2 of 2

	<p>(11) Provide information on the number of “hits” per month to the site, (bidders who have accessed the site within the last 180 days) for both bids placed in the state of Missouri and then for all other states,</p> <p>(12) Provide information on how the Offeror assists bidders with locating the address of the location of surplus posted by MoDOT.</p> <p>(13) Provide information on the number of bidders that have defaulted each year for the last three (3) calendar years. Provide information on Offeror’s default policy and <b><u>how MoDOT can block defaulted bidders from bidding on all MoDOT sites, not just the MoDOT account/ site that originally posted the lot.</u></b> Provide information on the process used to limit bidders from defaulting on finalized sales.</p> <p>(14) Provide information on reports to be made available to MHTC. Include information for allowing the MHTC auditor to have access all MoDOT accounts without having to enter each account separately.</p> <p>(15) Provide an outline on how bidders, and other interested parties, may access information on your site regarding what number and type of items were sold on your site and the number and type of items that did not sell on your site.</p> <p>(16) Provide information on the customer service to be offered, i.e.: specifically identified contact for MoDOT or a general contact for all users of Offeror’s system.</p>
	<p><b>B.3</b> Provide a narrative that illustrates how the Offeror will manage the project, ensure completion of the scope of Services, and accomplish required objectives within MoDOT’s project schedule. All items/deliverables in the RFP are to be addressed and identified. Include timeline and samples for proposed marketing strategy.</p>
	<p><b>B.4</b> Describe your understanding and approach to providing Contract Transition Services as described in the RFP, paragraph <u>10.0: Contract Transition Services</u>. The Offeror shall provide a detailed <b><u>Initial Contract Transition Plan</u></b> that must include at a minimum:</p> <ul style="list-style-type: none"> <li>a. Offeror’s implementation team members.</li> <li>b. Timeline, tasks and responsible parties for Offeror’s system to become fully functional and implemented within thirty (30) calendar days.</li> <li>c. List customer support that will be provided during the initial transition such as on-site visits, technical assistance, program documentation assistance, etc.</li> <li>d. Training plan for MoDOT personnel; on-site and/or computer based.</li> </ul>

**ATTACHMENT 6: TECHNICAL PROPOSAL & EVALUATION GUIDE (Page 4 of 5)**

<b>SECTION C – Qualifications &amp; Experience: Page 1 of 2</b>	
<b>OFFEROR NAME:</b>	
<p><b>The Offeror must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</b></p> <p><b>A Proposal Evaluation Team will independently evaluate and score the proposal's "qualifications and experience" responses.</b></p>	
<b>Proposal Page # (to be completed by Offeror)</b>	<b>Qualifications &amp; Experience Items</b>
	<p><b>C.1</b> Describe the Offeror's form of business (<i>i.e.</i>, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person MoDOT should contact regarding the proposal.</p>
	<p><b>C.2</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the Offeror company within the last ten years, and if so, an explanation providing relevant details.</p>
	<p><b>C.3</b> Provide a statement of whether there is any pending litigation against the Offeror; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Offeror's performance in a contract under this RFP.</p>
	<p><b>C.4</b> Provide a statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.</p>
	<p><b>C.5</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Offeror's performance in a contract under this RFP.</p>
	<p><b>C.6</b> Provide information on the Offeror's marketing of surplus items, including copies of promotions, ads and press releases. Give an example of a high value or unusual items auctioned on your site and submit documentation outlining how this item was marketed and the results of such marketing.</p>

**ATTACHMENT 6: TECHNICAL PROPOSAL & EVALUATION GUIDE (Page 5 of 5)**

<b>SECTION C – Qualifications &amp; Experience: Page 2 of 2</b>	
	<p><b>C.7</b> Briefly describe how long the Offeror has been performing the Services required by this RFP (including the number of years in business), what geographic regions of the country are covered by the Offeror, describe the on-line auction service coverage for the state of Missouri (i.e.: how many agencies located in Missouri are presently posting items on your auction site, how many years have you been offering on-line auction services to public agencies in Missouri, etc.). Document the number of individual users who have registered with the Offeror to be bidders and are qualified to submit bids to the on-line auction Service.</p>
	<p><b>C.8</b> Describe the Offeror organization's number of employees, client base, and location of offices.</p>
	<p><b>C.9</b> Provide a narrative description of the proposed project team, its members, and organizational structure.</p>
	<p><b>C.10</b> Provide a personnel roster and resumes of key people who shall be assigned by the Offeror to perform duties or Services under the contract as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.</p>
	<p><b>C.11</b> Provide a statement of whether the Offeror intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.</p>
	<p><b>C.12</b> Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Missouri and MoDOT and all those completed within the previous five (5) year period.</p> <p>Each reference should include:</p> <ul style="list-style-type: none"><li>▪ the company name and business address;</li><li>▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and</li><li>▪ a brief description of the service provided and the period of service.</li></ul> <p>The list of contracts with the State of Missouri and MoDOT should include:</p> <ul style="list-style-type: none"><li>▪ the contract number;</li><li>▪ the contract term; and</li><li>▪ the procuring state agency for each reference.</li></ul>



**ATTACHMENT 7: Contractual Agreement Exhibit – Page 1 of 5**

CCO Form: GS09  
Approved: 07/05 (BDG)  
Revised: 05/14 (AR)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
CONTRACT SERVICES AGREEMENT**

THIS AGREEMENT is entered into by (Contractor's Name) (hereinafter, "Contractor") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Contractor to perform *non-professional / professional* [select only one type, remove italics formatting and then delete this note] services in the nature of [Describe the services to be rendered]; and

WHEREAS, the Contractor represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing all personnel and the equipment, material and all other things necessary for [Describe the services to be rendered].

(B) The specific services to be provided by the Contractor are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement, also referenced in RFP/RFB #####. **[Drafter's Note: If an RFB, the following portion applies. If an RFP, delete the remainder of the sentence.]** In addition, the Contractor shall comply with Exhibit II to this Agreement, titled "General Terms and Conditions and Special Terms and Conditions," which is attached hereto and made part of this Agreement.

(C) Components of Agreement: The Agreement between MHTC and the Contractor shall consist of: the RFP/RFB ##### and any written amendments thereto, the proposal submitted by the Contractor in the response to the RFP/RFB ##### and this Agreement.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

(3) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(4) FEES: The amount to be paid to the Contractor by the Commission as full remuneration for the performance of all services called for in this Agreement is \_\_\_\_\_ dollars (\$\_\_\_\_), which is shown in Exhibit III, "Pricing Page", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the 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.*).

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

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

(B) In the event the Contractor 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 Contractor 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.

**[Drafter's Note: If applicable to extend the application of the EO to the**

**subcontractors as well as contractors, use the following paragraph. Delete this note when agreement is complete and ready for execution.]**

(7) INCORPORATION OF PROVISIONS: The Contractor shall include the provisions of paragraph 6 of this Agreement in every subcontract. The Contractor 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.

(8) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Contractor and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Contractor, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(9) SUCCESSORS AND ASSIGNS: The Commission and the Contractor agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(10) INDEMNIFICATION: The Contractor 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 Contractor's performance of its obligations under this Agreement.

(11) 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.

(12) AUDIT OF RECORDS: The Contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Contractor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(14) CONFIDENTIALITY: The Contractor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The

Contractor shall notify the Commission immediately of any request for such information.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Contractor.

(16) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively.

(17) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(18) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Contractor responsible for damages.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the Commission 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 Contractor.

(20) COMMISSION REPRESENTATIVE: The Commission's (Authorized Person) is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

[Drafter' Note: Use the following paragraph as applicable when services consist of or include highway construction. Delete this note when agreement is complete and ready for execution.]

(23) STANDARD SPECIFICATIONS: All work and services provided by the Contractor pursuant to this Agreement shall be in accordance with the Commission's

*Standard Specifications for Highway Construction, Standard Plans for Highway Construction, Manual on Uniform Transportation Control Devices and the Approved Products List for Traffic Signals and Highway Lighting.*

(24) CONTRACT PERIOD: The initial contract period is from fi to (*Insert date*).

(25) 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 one-year periods, or any portion thereof. In the event that 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 Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Contractor the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Secretary to the Commission

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Commission Counsel

Title: \_\_\_\_\_