

Missouri Department of Transportation
David B. Nichols, Director

Teresa (Terri) Mount RFP
Coordinator, St. Louis District
Teresa.Mount@modot.mo.gov
2309 Barrett Station Rd., Ballwin,
MO. 63052

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

REQUEST FOR PROPOSALS

STREET SWEEPER UNIT(S) WITH MAINTENANCE SERVICES RFP SL15-003-RW

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ATTACHMENTS: Cooperative Purchasing Form; Vendor Preference Form; Affidavit for E-Verify; Master Short Term Lease Agreement

LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Seven (7) copies of each proposal must be hand delivered or mailed in a sealed envelope to Ms. Teresa Mount, St. Louis District, Missouri Department of Transportation, Procurement Office, 2309 Barrett Station Road, Ballwin, Missouri, 63021. Proposals must be returned to the offices of St. Louis Procurement no later than 1:00 p.m., July 15, 2014.

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

PROPOSAL

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

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide leased mechanical broom truck mounted street sweepers per specification and turnkey maintenance services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** The St. Louis District of the Missouri Department of Transportation performs regularly scheduled sweeping operations within the District to preserve and maintain the appearance and functionality of the Districts interstate, primary and secondary roads. Special Operation Crews perform sweeping duties primarily in night time operations Monday through Thursday from 7:00 P.M. to 5:30 AM. In addition sweeper(s) may be utilized in regular daytime operations as needed. Sweeping crews typically work 4- 10 hour days or 5- 8 hour days from approximately April through November, more, if weather permitting. The St. Louis District incorporates the Counties of St. Louis, St. Louis City, St. Charles, Jefferson, and Franklin.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Term:** The contract period shall be for either a 36- or 48-month period from the date of acceptance of the equipment and may be renewed at the same terms and conditions for one (1) additional 36 or 48-month period replacing used sweepers with new sweepers.

SECTION (2): SCOPE OF WORK

- (A) **Services:** The Offeror shall provide the following services:
Qualified proposers are requested to submit proposals for new Four Wheel Truck Mounted Mechanical Street Sweepers on lease for either 36 and/ or 48 months to include all maintenance and repairs with the option to purchase at the end of the lease period at the sole discretion of MoDOT if desired. The proposal should also include the use of a loaner sweeper when the lease sweepers are down for maintenance and a dedicated, full time mechanic.
- (B) **Specific Requirements:** The Offeror will provide to the RFP Coordinator seven copies of a program proposal which will include the following:

New 4 wheel mechanical street sweepers similar or functionally equivalent to the models below per described specifications:

- Elgin Eagle Twin Engine
- Schwarze M6000
- Initially, one unit will be leased, however, MoDOT reserves the right to add additional units if required.
- Future needs may require a three Wheel Mechanical Sweeper .
Reference Section 2-E 4 Additional Requirements.

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

(D) Technical Specification:

Qualified Four Wheel Mechanical Street Sweeper shall be equipped as follows:

1. General:

The intent of this specification is to secure the latest model and design “Mechanical Broom Street sweeper”, high dump mechanical street sweeper capable of removing litter, debris, etc., from street surfaces that shall effectively control dust with use of water. All items appearing in Manufacture’s published literature and specifications as standard are assumed to be included in bidder’s proposal.

2. Cab/ Chassis:

- a. Must be diesel engine; Shatterproof safety glass, tinted windshield and all windows; dual two-speed windshield wipers with intermittent feature and washers; factory installed AC/Heater and defroster; high back air suspension bucket seats or mid-back in air ride seats for both operator positions.

- b. Dual operating controls, RH and LH Operator positions with all O.E.M. components, AM/FM radio, LH and RH grab handles, seatbelts, LH and RH electric remote West Coast type outside mirrors, with 8" convex spot mirrors.
- c. RH gauge package shall be identical to original LH gauge package on dash.
- d. Controls for all drive and sweeping functions shall be in-cab mounted.
- e. Engine protection system utilizing coolant temperature, oil pressure, etc.
- f. Minimum H.P. on chassis engine to be 200.
- g. Chassis must have a minimum 32,000 pound GVWR and meet all current emission and motor vehicle standards.

3. Auxiliary Engine:

- a. Turbocharged diesel; minimum 4 cylinder minimum Tier 4 emission, fuel injected; dry type air cleaner.
- b. A shutdown shall be supplied which stops the engine when the hydraulic oil in the reservoir falls below the acceptable level required.
- c. A shutdown shall be supplied which stops the engine when the engine temperature and oil pressure falls below the acceptable level required.

4. Instruments, Inside Cab Mounted:

- a. Water temperature, oil pressure and diesel gauges for all engines, ammeter, speedometer/odometer, tachometer, electric hour meter for all engines, broom hour meter. All instruments are to be located on dash of cab, centrally located for good vision from operator position(s).

5. Electrical System, 12 Volt:

- a. Complete 12 volt electrical system with a min. of 100 amp alternator and min. dual 900 CCA batteries.
- b. (Preferred) Wiring harnesses are to be color coded with a preference for hot stamping and labeling a min. of every 12".
- c. Battery box/holder(s) shall be mounted to chassis and easily accessible

6. Steering:

- a. Full power hydraulic

7. Hopper:

- a. Minimum capacity 4 cubic yards; controlled from inside of cab. Dash mounted full load indicator light shall be furnished. Hopper inspection door to be included on the street side of the unit. An auxiliary emergency hopper lift system shall be included if needed for access to engine components.
- b. Hopper must have the ability to ground dump or dump at infinite levels up to a minimum of 9 ft. 6 inch height for truck loading.

- c. Fixed dump height units will **NOT** be acceptable or considered.

8. Hydraulic System:

- a. Complete with all pumps and motors for driving elevator, pickup broom, gutter brooms and for operation of lift functions and steering.

9. Sweeping/Cleaning Equipment:

- a. Hopper and all wear areas are to be stainless steel or equivalent sprayed on LifeLiner coating in entire hopper area.

10. Pickup Broom:

- a. Full floating with spring or air bag suspension, pneumatically or hydraulically raised and lowered.

11. Side or Gutter Brooms (LH and RH):

- a. Free floating spring suspension, pneumatic or hydraulic lift control, automatic retract. The segments shall be disposable and quick replaceable type.
- b. Travel width not to exceed 8'.
- c. Core and Brooms to be Manufacturers standard.
- d. Side broom tilt with in-cab controls.

12. Water System:

- a. Industrial grade polyethylene or stainless steel water tank with filler hose pump, spray bars over each gutter broom and pickup broom; front spray bar; and tank level indicator.
- b. Front mounted spray bar.
- c. Stainless Steel mesh filter required in the water system to prevent spray bars from clogging.
- d. Hydrant fill hose required, minimum 16 feet.

13. Automatic Lubrication System:

- a. Complete with individually calibrated injector pumps and lines for each grease point. An electronic controller will allow for adjustment of lubrication cycles. A manual override button will provide for testing.

14. Engine, Sweeper:

- a. Minimum 4-cylinder turbo charged diesel; engine should have air-cleaner wet pre-cleaner, full flow oil filter, variable RPM control, temperature and oil shut-off, and emergency shut-off.
- b. Engine to be minimum Tier 4 emission standard.
- c. Engine compartment to be easily accessible from left and right for service.

15. Control Panel:

- a. Shall include all sweeping and auxiliary engine controls. The control

panel shall be mounted forward in the truck cab on a swivel base to allow easy viewing and access to all controls from either operator's position.

16. Direction Sticks:

- a. Preferred Direction Sticks are Code 3, 47" PSE XT447 LED Narrowstick or similar.
- b. Includes controller to direct traffic Left, Right, or Split traffic.
- c. Amber LEDs to meet SAE J845, Class 1.

17. Accessories:

- a. LifeLiner coating or equivalent epoxy shall be provided to cover the entire interior surface in the hopper in lieu of grade 304 Stainless Steel.
- b. Pricing shall be listed for a cab jack as an option on Pricing Sheet. Cab jack will assist in raising the cab to prevent bodily damage (e.g. back strain). Ease of operability will be heavily considered.

18. Safety Systems:

- a. Backup alarm when transmission is placed in reverse, all sweep functions shall stop rotating and rise.
- b. Two (2) top-mounted LED warning lights shall be supplied with light protector. One (1) LED warning light to be mounted rear of unit and one (1) LED warning light to be mounted rear of cab, but not on cab itself.
- c. Two (2) flush mounted LED warning lights shall be installed in tailgate/bumper, bottom right and left hand corner.
- d. A back-up camera shall be mounted to rear of hopper with a color monitor mounted in cab to the dash to show Operator performance behind sweeper and for safety when backing up.

19. Paint:

- a. Color to be factory white.

20. Operator Training:

- a. Training shall be provided for a minimum of two days for the District Street Sweeper Operators. The training shall include safety, equipment operation, and daily maintenance.
- b. This training will be accomplished using the new District machine(s).

21. Additional Materials:

- a. Keys- four sets of keys shall be provided with each machine delivered.
- b. Manuals- Offeror shall furnish the District with an Operator's Manual with each machine delivered.

- c. Manufacturer's literature- Manufacturer's full detail specifications pertaining to the equipment offered shall be delivered to the Purchasing Department if so requested by the District.
- d. Standard Equipment- In addition to equipment specified, the machine(s) shall be equipped with all other standard equipment as specified by the manufacturer, as offered to the public.

E. Additional Requirements:

1. Equipment Maintenance:

- a. The successful Offeror shall include in the lease all required preventative maintenance other than the daily maintenance. If the street sweeper is out of service for more than five working days for maintenance or repairs, the successful Offeror shall provide a replacement street sweeper until the District's machine is returned to service. All costs associated with securing and delivering the relief unit shall be at the Offeror's expense. The relief unit shall be functionally equivalent to its replacement.
- b. The Offeror shall be responsible for the cost of parts and labor for the following:
 - Chassis and related components
 - Sweeper and related components with the exception of gutter brooms and main brushes
 - Transporting of equipment to and from its facility for any repairs or maintenance required if said repairs or maintenance cannot be completed at the District' site.
- c. The Offeror will retain the right to inspect the street sweeper and make recommendations for repairs. All maintenance shall be performed in keeping with the requirements of the manufacturer.
- d. All weekly, monthly, semi-annual and annual maintenance requirements shall be scheduled so as to not interfere with normal sweeping schedules.
- e. The District will perform the daily maintenance on the street sweeper in accordance with the manufacturer's recommendations, which shall be supplied by the successful Offeror.
- f. MoDOT will assume responsibility for repair costs resulting in damage from fire, windstorm, flood, lightning, theft, vandalism, accidents, negligence, and wear items.

2. Equipment Availability:

- a. The Offeror shall commit the equipment acquired under this contract shall be available for operation at least 95% of normal workdays. The Offeror shall also commit the equipment acquired under this contract will not be out of service for more than 4 consecutive normal workdays nor more than 10 normal workdays in a 22 consecutive normal workday period. The Offeror shall state the methods used to accomplish availability including technician maintenance repair and support or provision of loaner equipment.
- b. Equipment availability shall apply to equipment put out of service due to faulty parts, components, or equipment design, which renders the unit unable or unsafe to perform those operations for which the unit was designed. MoDOT supervising personnel, after inspection, will determine if the unit is inoperable or unsafe.
- c. Equipment availability shall not apply to equipment during routine maintenance or equipment put out of service due to theft, vandalism, accident, MoDOT personnel negligence, or an act of God.
- d. The unit will be considered out of service starting the first normal workday following the Offeror's notification by MoDOT that the unit is inoperable or unsafe and requires repair.
- e. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit.

3. Liquidated damages:

- a. It is the objective of the District to obtain performance in accordance with the terms of the specifications and at the standards set forth in this contract. The Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased administration cost, potential liability, traffic and traffic flow regulation cost, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the Offeror will be charged with liquidated damages specified in the amount of **\$100** per day for each full day for non-performance or deficiencies in facilitating 95% availability, unless the successful Offeror provides an equivalent loaner by the 4th day and will continue daily until such deficiencies or non-performance is corrected to the satisfaction of the District. It shall be the responsibility of the General Services Manager to determine the quantity of operation down time.
- b. The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract. Days that the Department has

suspended the sweeping operations will not be assessed liquidated damages.

- c. The Offeror shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the Offeror as a direct payment to MoDOT, at the sole discretion of MoDOT.
- d. The contractor shall agree and understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of MoDOT and shall be in addition to, not in lieu of, the rights of the MoDOT to pursue other appropriate remedies.

4. Future Needs:

- a. In the event it is required to obtain a Three Wheel Mechanical Sweeper under similar arrangement per this RFP, this may be added per the terms and conditions of this contract.
- b. The District reserves the right to direct additional services not described in Section 2 as changed or unforeseen conditions may require. Such direction by the District shall not be a breach of this contract. 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.
- c. The Three Wheel Mechanical Sweeper would be a high maneuverable, high dump, front loading street sweeper capable of removing litter, debris, etc; from street surface.
 - 1. Hopper minimum capacity 3.5 cubic yards front loading.
 - 2. Capable of dumping at any height up to 9' 6", safety prop included.
 - 3. Unit to be similar to or functionally equivalent to an Elgin Pelican model.
- d. In the event the successful contractor awarded this contract cannot provide a three wheel mechanical sweeper per specification or acceptable terms, MoDOT reserves the right to bid outside this contract.

SECTION (3): AGREEMENT REQUIREMENTS

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

- (A) **MHTC's Representative:** St. Louis District Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the St. Louis District. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the St. Louis District General Services Manager throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties, a copy of which is attached to this RFP as "Master Short Term Lease Agreement" and incorporated herein by reference. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
 3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit A.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no

charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

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

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

(W) **Insurance:**

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

- | | |
|---|---|
| a. General Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

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

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Teresa (Terri) Mount, Sr. Procurement Agent, St. Louis, as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal. **Please do not staple or bind proposal.**
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
5. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Teresa, (Terri) Mount, Sr. Procurement Agent, St. Louis, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO. 63021. Teresa.Mount@modot.mo.gov ; telephone: 314-301-1431.

(B) REQUIRED ELEMENTS OF PROPOSAL

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

3. **Operational Plan.** Include a narrative description outlining the methods of operation, operational structure, and services to be provided by the Offeror. This description should fully and completely demonstrate the Offeror's intended methods for servicing the requirements, and should provide an anticipated date, (after receipt of order) of the equipment. Offeror's are also encouraged to provide any other pertinent information that will assist the District in evaluating the proposed method of operation

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Experience, expertise and reliability; 20 pt.
 - B. Proposed Method of Performance; 25 pt.
 - C. Cost, Fees and Expenses; 20 pt.
 - D. Service Response Day/Evening 25 pt.
 - E. Overall clarity and quality of proposal; and 5 pt.
 - F. Fees and expenses. 5 pt.
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

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

**SECTION (5):
PRICE PAGE**

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

Any applicable cap on out-of-pocket expense also should be noted.

A. 36 Month Lease w/ maintenance \$ _____

Includes option to buy at end of lease

a.1 Indicate quarterly payments:

\$ _____

a.2 Indicate purchase option cost at end of term

\$ _____

B. 48 Month Lease w/ maintenance \$ _____

Includes option to buy at end of lease

b.1 Indicate quarterly payments:

\$ _____

b.2 Indicate purchase option cost at end of term

\$ _____

C. Optional Cab Jack

Additional cost for 36 Month Lease: \$ _____

Additional cost for 48 Month Lease: \$ _____

- (B) **EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **Leased Sweepers with Maintenance** listed in the attached "Request for Proposal" for lease to these local political entities at the same lease price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Mechanical Street Sweepers** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

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

YES _____

NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

All bidders must furnish ALL applicable information requested below

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.***

M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (**M/WBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as **M/WBE Information***

Preference Certification

All bidders must furnish ALL applicable information requested below

<u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <u>not</u> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced

*If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.***

MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

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

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

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

Veteran Information

Business Information

Service-Disabled Veteran's Name (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service Disabled Veteran Business

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
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. city (or county) state

Notary Public

My commission expires:

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

CCO Form: GS07
Approved: 09/05 (BDG)
Revised: 12/12 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MASTER SHORT TERM LEASE AGREEMENT**

THIS AGREEMENT is entered into by and between _____
(hereinafter, "Lessor") and the Missouri Highways and Transportation Commission
(hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission leases mechanical street sweeper from the Lessor
from time to time, and

WHEREAS, Lessor and Commission intend to enter into equipment lease
agreements including maintenance and repair services described in RFP SL15-003-
RW pursuant to this Master Lease Agreement (the "Agreement"), the terms and
conditions of which shall control any and all leases exchanged between the Lessor
and the Commission.

NOW THEREFORE, in consideration of the above premises and mutual
promises contained herein, and for the good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the Lessor and the Commission mutually
agree as follows:

(1) PRE EMINENCE OF MASTERS SHORT TERM LEASE AGREEMENT
AND TERM. The terms and conditions of this Agreement shall control all equipment
lease transactions between the parties and shall supersede any and all written terms
and conditions contained in Lessor rental agreement forms, documents, receipts, or
memoranda except for the identification of the equipment to be rented by the
Commission, the rental rate of the equipment, and return date of equipment. All other
conditions contained in any Lessor rental agreement forms, documents, receipts, or
memoranda shall be of no effect and force whatsoever. The initial term of the
Agreement shall be for a period of three (3) years, with the option to purchase or
automatically renewable upon mutual consent of the parties for one (1) additional year
period with the option to purchase. Either party may terminate the Agreement at any
time and for any reason whatsoever upon sixty (60) days written notice to the other.

(2) NATURE OF THIS AGREEMENT. This purpose of the Agreement is to
create and coordinate short-term lease transactions, which will allow the Commission to
use the equipment provided by the Lessor as permitted by this Agreement. The
Commission represents that the equipment leased pursuant to this Agreement is to be
used solely and exclusively for Commission related activities. The Lessor retains

equipment ownership. The Commission acknowledges that the Commission may not transfer the equipment or any rights or obligations under this Agreement. The Commission shall not service or repair or alter the equipment without Lessor's prior written approval.

(3) EQUIPMENT: The Lessor will make available to Commission equipment referenced on the Lessor's equipment rental form, document or memorandum signed by an employee of Commission.

(4) TRAINING AND INSPECTION: The Lessor will provide a training session for Commission employees upon receipt of equipment. The training session may include inspection of the rented equipment for damage and how to report same, checking required fluid levels and general equipment operation.

(5) RETURN OF EQUIPMENT: The Commission will notify Lessor of intended equipment return upon acceptance of said equipment and as may be identified in the Lessor's rental form, document or memoranda. The Commission agrees that during the course of the rental, the equipment will be held in a safe and secure manner while it is in the Commission's care, custody or control.

(6) TITLE: The Lessor warrants that it is the lawful owner of the equipment and that the equipment is free from all encumbrances which would disturb the use of the equipment identified in the Rental Agreement Form.

(7) EQUIPMENT OPERATION. The following persons may operate the equipment: Commission and Missouri Department of Transportation employees, contractors, and agents, in the course of such employee's regular employment, and contractor employees during the course of performing work. Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law.

(8) LEASE CHARGES: The Commission will pay all lease charges, time, mileage, service, transportation, refueling service and other charges and sums in accordance with this Agreement. The basic quarterly lease rate will be identified on the equipment rental form, document, memoranda, or receipt and invoiced quarterly by the Lessor.

(9) RISK OF LOSS: The Commission shall be responsible for all loss of or damage to the equipment, unless such loss or damage results from latent defect(s) or fault or negligence on the part of Lessor, while on rental and in Commission's care, custody or control, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value.

(10) INSURANCE: The Commission is self-insured against liability losses up to statutory insurance coverage caps, and will provide proof of self-insurance upon request by the Lessor.

(11) INDEMNIFICATION: The Lessor 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 Lessor's performance of its obligations under this Agreement.

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

(13) CONDITION OF THE EQUIPMENT. The Lessor warrants the equipment, upon delivery to Commission, to be in good mechanical and merchantable condition. The Commission's acceptance or use of Equipment constitutes Commission's acknowledgment that the equipment is in working condition at that time. The Commission agrees to provide Lessor reasonable access to the equipment.

(14) FORCE MAJEURE/INFRINGEMENT. Any failure of performance by either party due to causes beyond reasonable control, including but not limited to acts of civil or military authority or Acts of God will not be deemed to be a default by either party.

(15) MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement. No change, modification or alteration of the terms hereof will be effective against either party unless it is in writing and signed by a duly authorized officer of both parties. If any provision or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

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

(A) By signing this Agreement, the Lessor hereby certifies that any employee of the Lessor 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 Lessor 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 Lessor 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.

(17) INCORPORATION OF PROVISIONS: The Lessor shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Lessor 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.

(18) 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.

[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 Lessor this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

LESSOR

Title _____

By _____
Title _____

Attest:

Attest:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____