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**REQUEST FOR PROPOSALS
UPDATING “A CONVERSATION FOR MOVING MISSOURI FORWARD”
RFP 6-120731BJ**

TABLE OF CONTENTS

INTRODUCTION	3
PROPOSAL	3
ACCEPTANCE	3
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	
(A) Request for Proposal	4
(B) Background	4
(C) General Project Scope	4
(D) Contract Period	4
(E) Contract Revisions	4
(F) Schedule of Events	4
(G) Property of MHTC	5
(H) Inventions, Patents, and Copyrights	6
(I) Offeror Selection	6
SECTION (2): SCOPE OF WORK	
(A) Services	6
(B) Strategic Guidance and Public Engagement	7
(C) MHTC Responsibilities	7
(D) Administration of Program	8
SECTION (3): AGREEMENT REQUIREMENTS	
(A) MHTC’s Representative	8
(B) Release to Public	8
(C) Assignment	8
(D) Status as Independent Contractor	8
(E) Components of Agreement	8
(F) Amendments	9
(G) MBE/WBE Participation Encouraged	9
(H) Nondiscrimination	9
(I) Executive Order	9
(J) Incorporation of Provisions	10
(K) Non-employment of Unauthorized Aliens	10
(L) Proof of Lawful Presence For Sole Proprietorships and Partnerships	10

(M) Bankruptcy	10
(N) Law of Missouri to Govern	11
(O) Cancellation	11
(P) Venue.....	11
(Q) Ownership of Reports.....	11
(R) Confidentiality.....	11
(S) Nonsolicitation.....	11
(T) Conflict of Interest.....	11
(U) Maintain Papers.....	12
(V) Indemnification	12
SECTION (4): PROPOSAL SUBMISSION INFORMATION	
(A) SUBMISSION OF PROPOSALS	
(1) Pricing and Signature	12
(2) Submission of All Data Required	12
(3) Public Inspection.....	12
(4) Clarification of Requirements	12
(5) Oral Presentations	13
(B) REQUIRED ELEMENTS OF PROPOSAL	
(1) Format.....	13
(2) Executive Summary	13
(3) Team Composition and Professional Profiles.....	13
(4) Letters of Commitment	13
(C) EVALUATION CRITERIA AND PROCESS	
(1) Evaluation Factors.....	13
(2) Historic Information.....	14
(3) Responsibility to Submit Information.....	14
(D) PRICING	
(1) Fee Schedule	14
SECTION (5): PRICE PAGE	
(A) FEE SCHEDULE.....	15
(B) EXPENSES.....	15
ATTACHMENT A: A Conversation for Moving Missouri Forward (2008 Report) ...	16

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**). Five (5) copies of each proposal must be mailed in a sealed envelope to Rebecca L. Jackson, General Services Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to Rebecca L. Jackson, General Services Procurement Manager, Missouri Department of Transportation General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m. CDST, July 31, 2012.

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide an update of “**A CONVERSATION FOR MOVING MISSOURI FORWARD**” to the MHTC.
- (B) **Background:** “A Conversation for Moving Missouri Forward” (Conversation) was developed by the MHTC in 2008 to identify and communicate the transportation needs and desires of Missourians at that time. A copy of the 2008 report is attached to this RFP as Attachment A. The Conversation was a beginning point for establishing Missouri’s transportation direction and identifying Missouri’s transportation needs. This document helps guide MoDOT’s day-to-day decisions.
- (C) **General Project Scope:** It has been five years since the Conversation was developed. During that period, many improvements have been made to Missouri’s transportation system and societal changes have been experienced by Missourians, so now it is again time to revisit Missouri’s transportation direction. MHTC is seeking a proposal to assist in updating the Conversation. This project is intended to update the initial Conversation effort. This will require engaging the public through outreach efforts to identify the community, economic, social, mobility, quality of life and safety needs of today’s transportation system. The successful Offeror will guide the project from development of a shared transportation vision through a determination of what Missourians expect of their transportation system. The project’s ultimate goal is Missourians’ informed consent for the transportation vision and improving Missourians understanding of the importance of transportation.
- (D) **Contract Period:** The contract period is expected to run from the date of the fully executed agreement through June 30, 2013, unless extended.
- (E) **Contract Revisions:** Services related to the update of the Conversation not covered in the final negotiated contract will be handled through execution of supplemental agreements as agreed to by the MHTC.
- (F) **Schedule of Events.** The following RFP Schedule of Events represents MHTC’s best estimate of the schedule that shall be followed. Unless otherwise specified in the table, the time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time or Central Daylight Savings Time.

MHTC reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

SCHEDULE OF EVENTS

Request for Proposal Issued	Friday, July 13, 2012
RFP Submission Deadline	Tuesday, July 31, 2012, on or before 2:00 p.m., CDST
Notification for Oral Presentations	Wednesday, August 8, 2012
Oral Presentations to MHTC	August 13 – 15, 2012
Notification of Award	August 17, 2012
Draft of Strategic Steps to Accomplish the Update	September 17, 2012

(G) Property of the MHTC:

1. The Offeror shall agree and understand that any and all of the following property and/or work products, which are developed or acquired by the Offeror per the contract, shall become the property of the MHTC, which shall include all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the MHTC, unless prior approval is received by the MHTC for single use or other restricted use. Original designs for the MHTC are exclusive property of the MHTC. No complete design (or art) or any part of a design (or art) can be used by the Offeror in the production of products for another client without the prior written consent of the MHTC.
 - a. All scripts, exhibits, film negatives, artwork (original and camera ready, including any font modifications or artwork manipulation), design features, copy, graphics, and concepts,
 - b. All programs, plans, materials, documents, reports, materials, and recommendations, etc.
 - c. Releases from any and all talent involved in the advertising;
 - d. All video and audio tapes, including duplicate and outtakes; and
 - e. All photography, with the exception of stock photography, required to complete approved assignments including non-published photography.
2. The MHTC shall have the full right to reproduce and/or use any products derived from the Offeror's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor to the Offeror, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the MHTC agrees to pay the royalties, fees, etc. for continuous use of the

product, prior to performance by the subcontractor or use of the subcontractor's property.

3. The MHTC understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or graphic/creative software tools, etc.) developed or acquired by the Offeror necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the Offeror; however, the Offeror shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights. Any web site programming and source codes developed specifically pursuant to the contract shall be the property of MHTC.

(H) Inventions, Patents, and Copyrights:

1. If any copyrighted material is developed as a result of the contract, the MHTC shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use the work.
2. The Offeror shall obtain copyrights and register all logos, commercials, etc. in the name of the MHTC as instructed and approved by the MHTC. The Offeror must submit all final paperwork related thereto to the MHTC.

- (I) Offeror Selection:** The Offeror will develop a team of qualified providers to perform the work under the resulting agreement. The use of "Team" in this document refers to Offeror. The Offeror will be selected based on the team's proposal demonstration of understanding of the project and its deliverables; approach and strategies used to provide RFP deliverables; previous work in planning and public engagement; and fee to deliver the proposed approach and strategies.

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

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

1. Creation of the update - Upon completion, the update will embody the transportation vision for Missouri reached by informed consent of its citizens. A draft of the strategic steps to accomplish the update must be ready for presentation to the MHTC executive management team no later than September 17, 2012. The Offeror will guide the project to update the Conversation by determining what Missourians expect of their transportation system. This project plan shall include, but not be limited to, providing strategic guidance for the overall project, guiding the public engagement to develop informed consent for the project, and drafting the Conversation update.
2. The updated Conversation will include extensive public input throughout the project with the vision and plan supported by planning partners, including stakeholders, the public and MHTC staff.

3. The Conversation update will have a twenty (20) year horizon. The final product will be a clear, concise update that represents a transportation vision developed with the informed consent of Missourians.

(B) Strategic Guidance and Public Engagement: The Offeror is responsible for providing an updated, public-supported Conversation to MHTC. This shall include but not be limited to:

1. Lead development of the engagement plan resulting in public support of this project. This effort includes more than the involvement of traditional planning partners and key stakeholders.
2. Guide public engagement to determine:
 - i. Missouri's transportation vision, which includes plans, policies and projects to improve the state's roads and bridges, accommodate bicycles and pedestrians, provide public transit services, efficiently move freight, improve safety, improve quality of life or meet other transportation needs, etc. This activity includes facilitating discussions with key stakeholders and the public to determine an updated transportation vision for Missouri. This vision and the goals may be refined through the life of the project based on additional public engagement activities.
 - ii. The combination of Missourian's preferred system benefits. For example, wider shoulders, smoother pavement, increased transit services, more port facilities or business-capable airports, bike and pedestrian trails, to list a few.
3. Develop the Conversation update through a process garnering informed consent.
4. Draft the Conversation update presentation documents.
5. Develop a plan to educate Missourians on the benefits of an integrated transportation system.

(C) MHTC Responsibilities: In developing the update of the Conversation, MHTC will provide the following information:

1. Updated costs and/or costing for needs, policies, projects or other components of the 2008 Conversation that are included in the updated Conversation.
2. Costing of needs, policies, and projects discovered from the public involvement of the update.
3. Safety analysis for use in the update.
4. Economic analysis for use in the update.
5. Existing system data in the form of maps and/or graphs including bridges, roads, ports, transit, rail, air, system conditions, etc.
6. Other technical tasks as determined necessary.

7. Central Office and District Customer Relations staff will be available to assist the Contractor in the implementation of its “update” plan.

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

SECTION (3): AGREEMENT REQUIREMENTS

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

- (A) **MHTC’s Representative:** MHTC’s Director of Customer Relations 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 Director of Customer Relations. 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 Director of Customer Relations throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements

stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(F) Amendments: Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) MBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

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

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including

but not limited to contract cancellation, termination or suspension in whole or in part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 1.
- (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 2.
- (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.

SECTION (4): PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Rebecca L. Jackson as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca L. Jackson, General Services Procurement Manager, Missouri

Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-7930, email: Rebecca.Jackson@modot.mo.gov.

5. **Oral Presentations:** After the proposal submission deadline and before awards of contract(s), MHTC may interview teams in order to clarify the terms of top candidates' proposals. The evaluation committee may ask teams to give oral presentations of proposals and/or answer questions about the proposals. MHTC will use written proposals to determine candidates for oral presentations. Oral presentations will be used as a portion of the final proposal selection.

(B) REQUIRED ELEMENTS OF PROPOSAL: The Offeror will provide five (5) copies of a program proposal which will meet the following requirements and include the following information:

1. **Format:** Proposals should be no more than twenty-five (25) pages in length exclusive of appendices. Address each of the sections and subsections by name and provide a table of contents.
2. **Executive Summary:** The Executive Summary should include an overview of the significant features of the proposal. Note any unique or distinguishing characteristics.
3. **Team Composition and Professional Profiles:** The Offeror team must be representative of the demographics of Missouri, including both St. Louis and Kansas City area team members. Team professionals should use this segment of their submission to demonstrate their proposed team qualifications. Submit profiles team leader(s) and all team members directly involved with this project. Submit corporate profiles that discuss experience with public engagement, outreach, and education, including public opinion surveys and focus group projects. Information related to transportation knowledge and planning, broad-based public engagement projects, and strategic planning should also be included. A brief professional biography for each key staff members participating in this project should also be included. The entire profile section should not exceed five (5) pages in length.
4. **Letters of Commitment:** The Offeror encompasses all team members. Each member must attach a letter of commitment stating they are financially and technically prepared to enter into a contract and complete the project if awarded a contract.

(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:

- i. Demonstration of understanding of the project and deliverables (20 points);
 - ii. Proposed Method of Performance (Approach/Strategies) (30 points);
 - iii. Previous Planning and Public Engagement Experience (30 points);
 - iv. Fees and expenses (20 points).
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. Offeror may add additional pages to capture all expenses associated with this request.

**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. | | \$ _____ |
| B. | | \$ _____ |
| C. | | \$ _____ |
| | _____ | \$ _____ |
| | _____ | \$ _____ |

(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	

Signature _____ Date _____

Name (Printed): _____

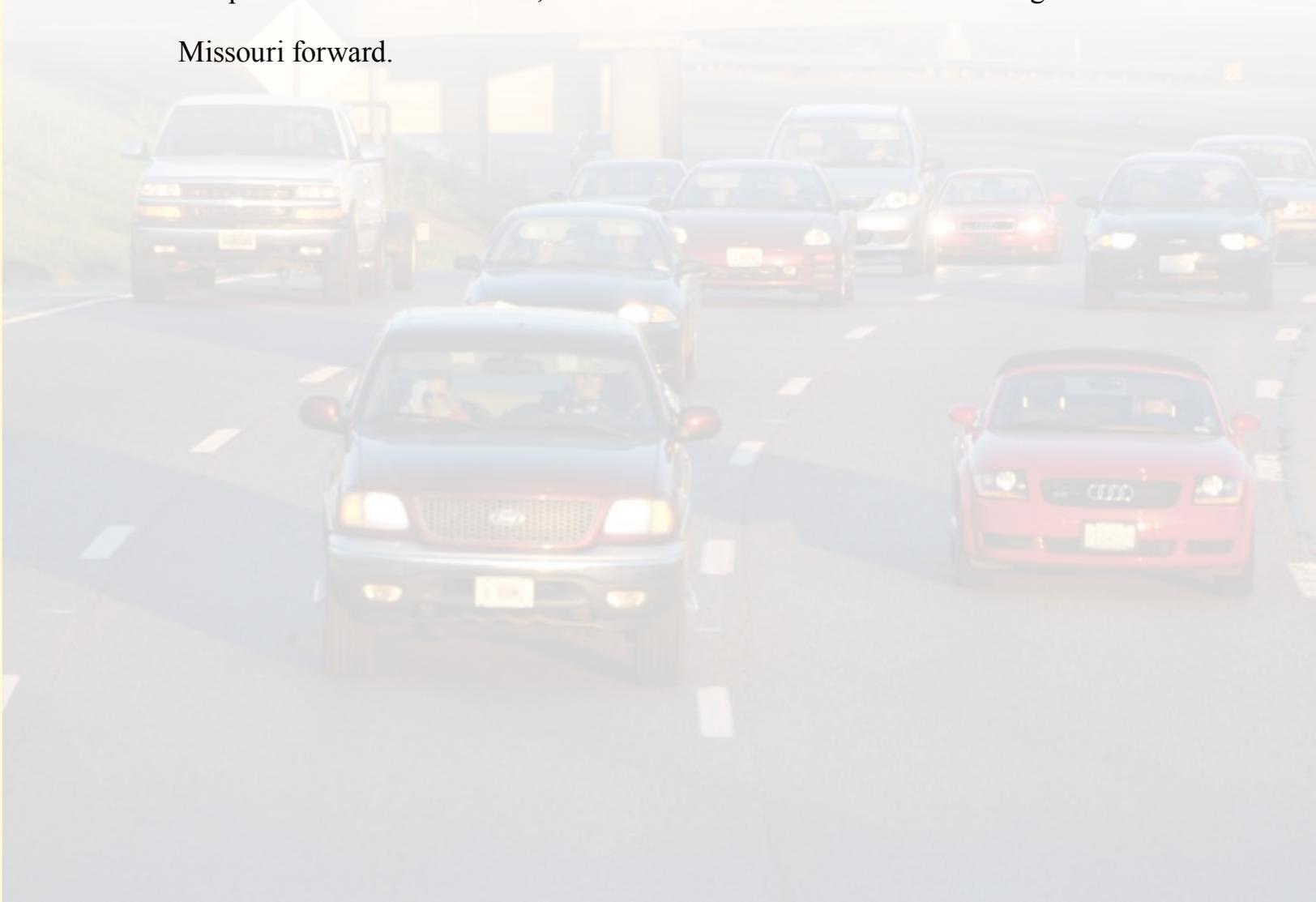
A Conversation for Moving Missouri Forward

Missouri Department of Transportation



A Conversation for Moving Missouri Forward

The following pages outline the Missouri Department of Transportation's plan for what could be done if more money were made available for transportation. It is by no means a finished product, but is the first step in identifying the state's most critical transportation needs and how they could possibly be addressed. If, when and how we move ahead with these projects will be based on local direction and public input. There is no doubt this plan will evolve over time, but it's a start - a conversation for moving Missouri forward.



Saving Lives, Creating Jobs

You buzz through the fast-food drive-through for breakfast, order a book off the Internet on your lunch break and put your visiting mother on the train back home when you get finished with work.

These are scenes from what could be considered a typical day – activities we might take for granted. Although there are many factors coming together to make these things happen, we probably rarely stop to think about them . . . unless there's a problem.

One of those factors is transportation. It plays a large role in our daily activities and our quality of life – from getting us where we want to go to providing the food, clothes and other goods we use.

We've been fortunate in Missouri in recent years to be able to do some key work to get our roads in pretty good condition. In November 2004, Missouri voters approved a constitutional amendment - Amendment 3 - that redirected some money that used to go to general revenue to transportation. We quickly used that money to make 2,200 miles of the state's busiest highways smoother and safer in just two years, speed up 55 critical highway projects and move ahead with \$1.6 billion in new construction.

This work has created jobs – an average of more than 7,500 a year – and saved lives. Missouri led the nation in saving lives in 2006 when 161 fewer people were killed on our highways.

But tough times are looming. With the passage of Amendment 3, voters directed us to sell bonds and use the money for highway construction. The new revenue from Amendment 3 is being used to pay off those bonds over time.



Accomplishments

- Missouri has gone from having the third worst pavement on major roads to an estimated ninth best.
- Seventy-eight percent of the state's major roads are now in good condition.
- Missouri jumped from 28th to 17th in overall performance of the state highway system in one year.
- The Show-Me State has the fourth lowest administrative costs per mile.
- Customer satisfaction with MoDOT is at 78 percent.
- The Missouri Department of Transportation received the 2007 Missouri Quality Award.

The money we received from selling the bonds will be used up in 2010 and state funds available for highway maintenance and construction will return to pre-Amendment 3 levels. In addition, we're expecting to receive less federal funding for highway projects. And we all know prices for most everything are on the rise. We feel it most in fuel and construction materials, such as asphalt.

We don't want to go back to the days when we were ashamed to tell people we were from Missouri because our roads were so bad. But that's what we're facing. And although we've made our roads safer, about 1,000 people still die on our highways every year – that's too many.



We have a plan of action – a conversation to get us started – for what could be done if more money were made available for transportation. We know the first step in any funding discussion must answer, “What will we get if we give you more money?” We did not develop the answer to that question in a vacuum. We gathered input from local officials and combined it with our technical expertise to develop a plan of action. The next few pages will outline that plan – the plan to move Missouri forward.

Missouri’s Transportation System

First, let’s start with some information that describes our vast and complex transportation system. Missouri has the seventh largest highway system in the U.S., with more than 32,800 miles of highways. That’s more than Iowa, Nebraska and Kansas combined. We have 10,276 bridges and the most major river bridges in the nation with 53. One of our problems is that we’re largely funding our system with a gas tax that - at 17 cents a gallon - is one of the lowest in the country and hasn’t been raised in 12 years. These statistics show what we’re up against.



Our Top Five Priorities

We believe you deserve to travel without sitting in traffic or fearing for your life. At a minimum, we need to:

1. Take care of our roads and bridges;
2. Do a better job of providing other ways to get around;
3. Rebuild Interstates 70 and 44;
4. Tackle needed major projects; and
5. Meet regional needs.



Taking Care of Our Roads and Bridges

We have three goals to move Missouri forward:

- Get 85 percent of our heavily traveled roads in good condition; now they are at 78 percent.
- Get 75 percent of our less traveled roads in good condition; now they are at 62 percent.
- Get 90 percent of our bridges in good condition; now they are at 72 percent.

Then we want to keep them there. If we were giving out grades, this work would raise the condition of our roads and bridges to a B.

The estimated cost: \$645 million a year for a total of \$12.9 billion over 20 years.

Heavily Traveled Roads

You probably wouldn't think that 80 percent of all travel in Missouri takes place on just 17 percent of our highways, but it does. That means just a few of our highways, mainly our interstates and state routes, carry the bulk of the load. That's because more than 90 percent of all Missourians live within 10 miles of these roads.

With the recent funding we received from Amendment 3, an initiative approved by Missouri voters in November 2004 that redirected some highway user fees to MoDOT, we've been able to take these roads to a grade level of B. However, we won't be able to keep them there without more money. Additional funds would help us keep these roads in good condition and make sure your travel is fast, easy and safe.



Less Traveled Roads

These are the roads we hear the most about. Everyone we talk to tells us they want us to improve our less traveled roads. Examples of these roads are the lettered routes in our state. Currently, 62 percent are in good condition. We'd like to raise that number to 75 percent.

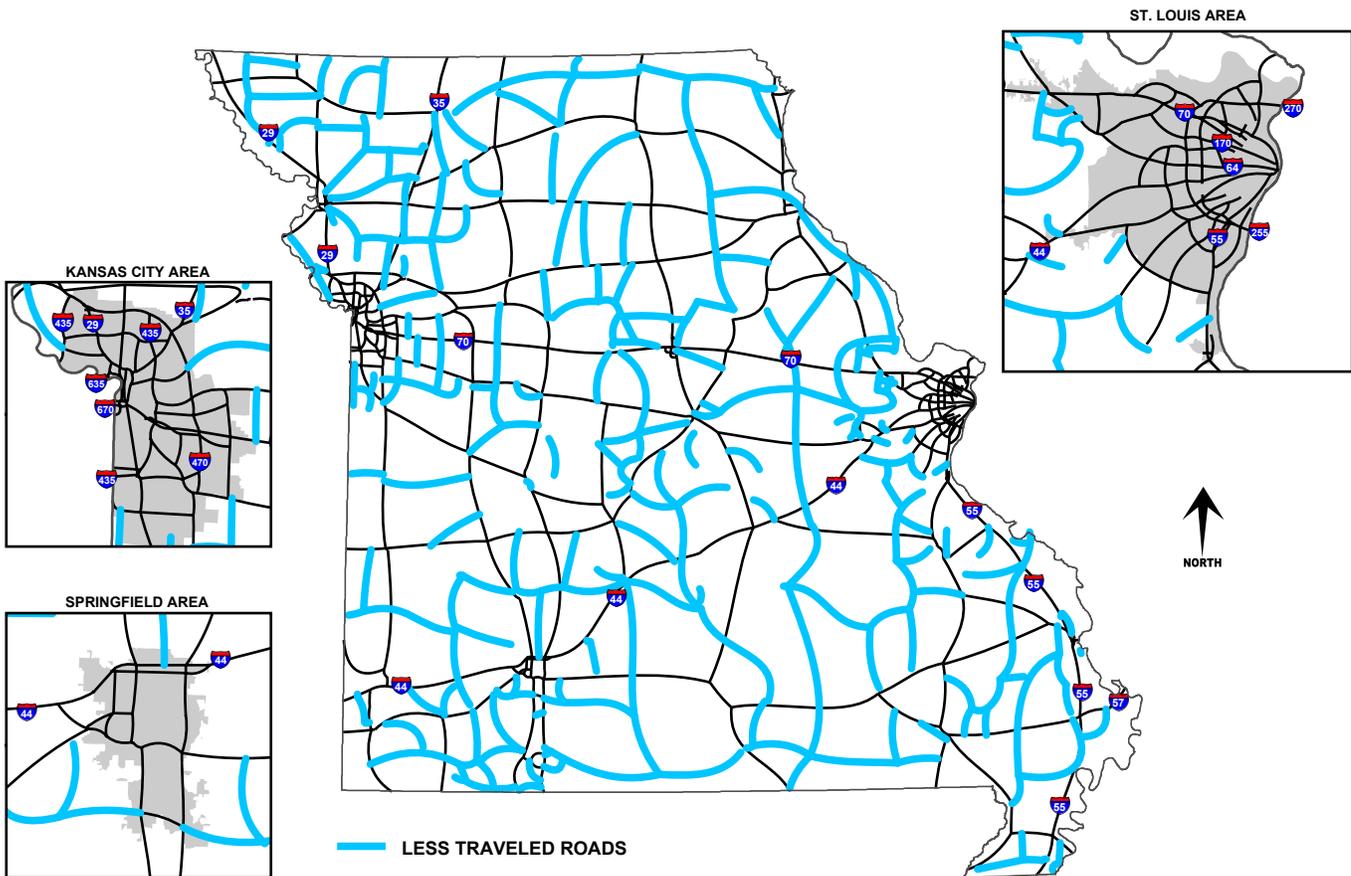
Our next step would be to take the 4,500 miles of the busiest of these roads and make them better and safer. These

4,500 miles represent 36 percent of travel, 26 percent of fatal crashes and 22 percent of severe crashes. We would give them improved pavement, paved shoulders, rumble stripes and bigger signs.

Less Traveled Roads Statistics

Less traveled roads make up 27,000 miles of the state's 32,800 miles; about 20 percent of all travel happens on these roads.

Improving Less Traveled Roads - The Next Step



Visit www.modot.org/conversation for the proposed list of projects to improve our less traveled roads.

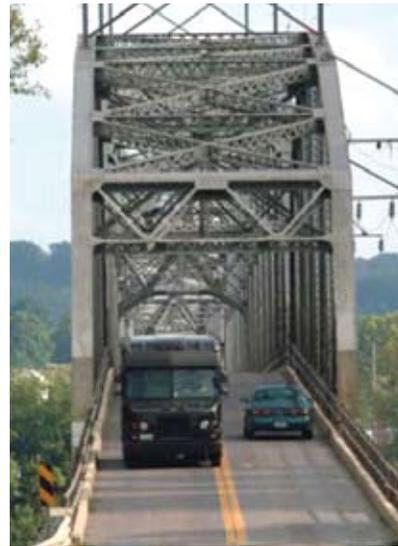
Big Bridges

When we think about bridges, we most likely picture those big structures that span rivers. But a bridge can also carry traffic over roads, train tracks and flood plains. Even large culverts are considered bridges.

Missouri has 206 big bridges – bridges that are 1,000 feet long or more. That’s longer than three football fields. We inspect these bridges regularly to make sure they’re safe, and they are, but they’re also old. We would need to replace two bridges a year to keep all 206 of our big bridges safe and in good condition. Right now, we’re not even replacing one a year.

To get started, we would like to repair or replace our 20 worst big bridges. We would make them wider so you don’t have to hold your breath when you cross them or replace them altogether if that’s what is needed.

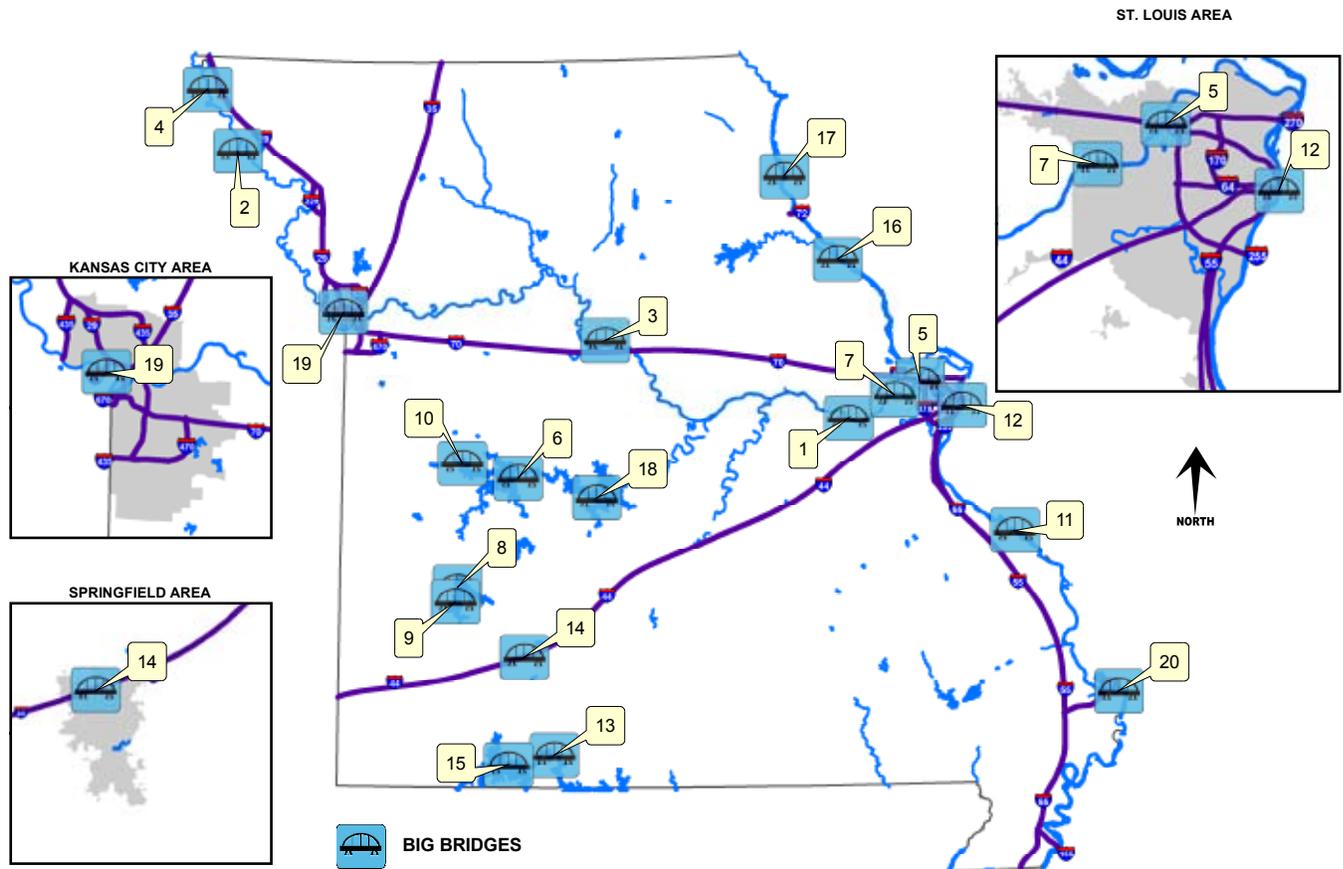
Here is a map of the 20 big bridges we would like to improve to start with.



Bridge Statistics

Fifty-three of Missouri’s big bridges cross the Missouri and Mississippi rivers. That’s more river bridges than any other state.

Missouri’s Most Critical Big Bridge Needs



Top 20 Big Bridge Projects

1. Route 47 bridge over the Missouri River in Warren/Franklin County
2. Route 159 bridge over the Missouri River in Holt County (connects to Rulo, Neb.)
3. Route 5 bridge over the Katy Trail in New Franklin, Howard County
4. Route 136 bridge over the Missouri River in Atchison County
5. Blanchette Bridge, Route I-70 west bound lane bridge over the Missouri River in St. Louis/St. Charles County
6. Routes 65, 7, 83 bridges over Truman Lake in Benton County
7. Daniel Boone Bridge, Route I-64 bridge over the Missouri River in St. Louis/St. Charles County
8. Route 215 bridge over the Sac River in Cedar County
9. Routes E, Y bridge over Stockton Lake in Dade County
10. Route 13 bridge over Truman Lake in St. Clair County
11. Route 51 bridge over the Mississippi River in Perry County
12. Poplar Street Bridge, Route I-64 bridge and approaches over the Mississippi River in St. Louis
13. Route 76 bridge over the White River in Taney County
14. Route 13 bridge over Locust Street in Greene County
15. Route 13 bridge over Table Rock Lake in Stone County
16. Route 54 bridge over the Mississippi River in Pike County
17. Route 24 bridge over the Mississippi River in Marion County
18. Hurricane Deck Bridge, Route 5 bridge over Lake of the Ozarks in Camden County
19. Route 69 bridge over the Missouri River in Platte County
20. Route 60 bridge over the Mississippi River in Mississippi County



Other Bridges

Our other bridges – there are about 10,000 of them – are wearing out faster than we can fix them. On average, these bridges are 44 years old and are only built to last 50 to 75 years. About 95 of them get in bad condition every year. Our Safe & Sound Bridge Improvement Program, which

will repair or replace 802 of our worst bridges in five years, will help, but we still have a lot of needs. We would like to get 90 percent of these bridges in good condition. That means they would have two lanes, be able to carry big trucks and would be wide enough that you would feel safe crossing them.

Are we on the right track?

Join the conversation for moving Missouri forward. Visit www.modot.org/conversation.

Other Ways to Get Around

We need to be able to focus more on non-highway travel options such as passenger rail, ports and transit and really function as a department of *transportation*. We have to help people get where they are going without driving a car. We also need to get some of the freight off of our highways. These options not only would help an under-served group of Missouri citizens, but would also allow us to conserve our natural resources and be more environmentally friendly.

The estimated cost: \$102 million a year for a total of \$2.04 billion over 20 years.

Passenger Rail and Freight Movement

We want you to consider passenger rail as a transportation option. Currently, it's not working too well in Missouri because the trains are frequently delayed for long periods of time. We want to make sure these trains arrive and depart on time, so you'll want to use them. To do that, we have to increase rail capacity, get new cars to provide a better ride and new engines that are more fuel-efficient and require less maintenance.

On a related note, we want to support the freight industry by providing additional matching funds for projects that have a positive impact on moving freight. We propose establishing a freight program that would fund projects designed to move freight more efficiently.



Ports

Water is the most efficient way to move goods, and investing in our ports would allow us to move some freight off of our busy highways. We are pleased with the additional funding the legislature has provided for capital improvements to our ports, but we still need additional funding to make barges a low-cost, efficient way to move goods.

Port Statistics

Missouri has nine public ports along the Mississippi and Missouri rivers that carry both passengers and freight.



Public Transportation

Approximately 70 million transit trips are taken in Missouri annually. Every county has some sort of transit service. However, in rural parts of the state, service averages only two days per week. We need more funding if we are to further develop transit service in Missouri, so people have other options for getting around.

Public Transportation Statistics

During peak travel times, one line of light rail has more than eight times the capacity of one lane of highway.



What do you think?
Join the conversation for moving Missouri forward. Visit www.modot.org/conversation.

Interstates 70 and 44 – Our Economic Lifelines

Interstates 70 and 44 are the two busiest highways in our state, with I-70 connecting our two largest cities and rail hubs – St. Louis and Kansas City. About 3.1 million people and 36 percent of all jobs are located within 10 miles of these interstates. Now 50 years old, they were designed to last 20 years, so you can see why they're crumbling and congested. We can't continue to band-aid these corridors. They need to be rebuilt with eight new lanes - some of which would only carry trucks - to make them safer and less congested.

If you don't live near these interstates, you might not think they affect you, but they do. They carry the trucks that deliver your food, clothes and other goods. In fact, trucks make up 25 percent of the traffic on these roads, a figure that is expected to double by 2030. That's another reason why improving I-70 and I-44 is the most critical need to move Missouri forward.

The estimated cost: \$360 million a year for a total of \$7.2 billion over 20 years.



I-70 Statistics

25 million miles a day are driven on I-70 and I-44. That's equal to 1,000 laps around the earth!



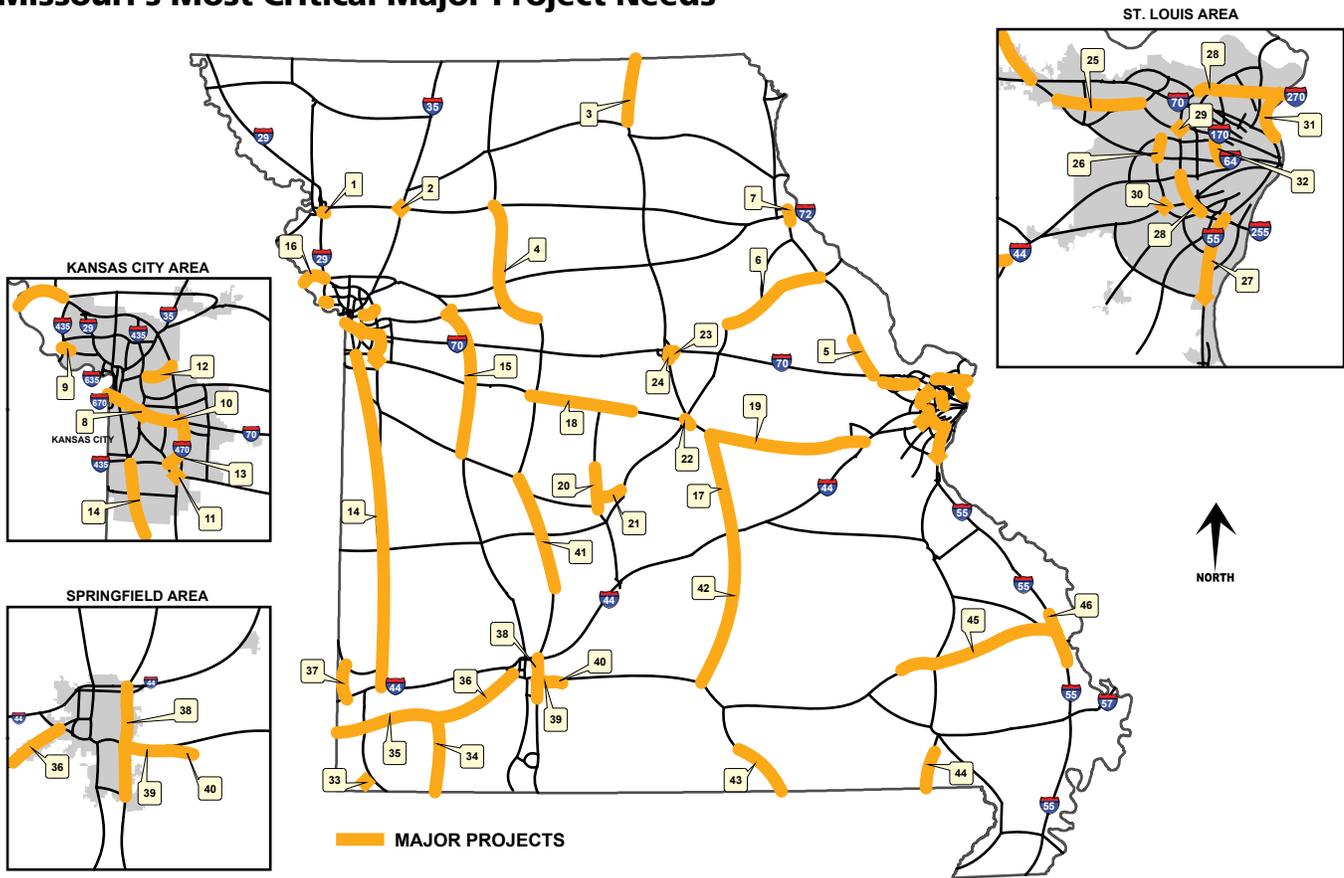
Dedicated truck lanes rendering

Major Projects

Major projects serve millions of people and have statewide impact. Rebuilding a 10-mile stretch of Interstate 64 in St. Louis, a project now under way, is an example of a major project. When we asked the public to give us a list of the state's most pressing highway needs, we got a list of about 100 projects totaling \$15 billion. We have pared that list down to 46 priority projects. The estimated cost: \$266 million a year for a total of \$5.32 billion over 20 years. Here is a list of those projects and a map showing their location.



Missouri's Most Critical Major Project Needs



Major Projects List

1. **US 169 from I-29 to Route AC** - widening and interchange improvements at I-29 and US 169 in St Joseph
2. **I-35 at US 36** - interchange improvements at US 36 and improvements at US36/Griffin Road intersection in Cameron
3. **US 63 from Kirksville to Iowa** - widen to four lanes
Depends on commitment from Iowa
4. **US 65 from north of Marshall to US 36** - shared four-lane
5. **US 61 from I-70 to Troy** - upgrade roadway and eliminate at-grade intersections
6. **US 54 from Mexico to US 61 at Bowling Green** - widen to four lanes
7. **US 61 from south of Hannibal to north of Hannibal** - construct alternate route to the west of Hannibal
8. **I-70 at I-435** - interchange and roadway improvements in Kansas City
9. **Mo 45 from Route K to I-435** - widen to four lanes
10. **I-70 from Kansas state line to I-470** - roadway and interchange improvements to reduce congestion and increase safety
11. **Mo 291 at US 50** - interchange improvements
12. **Mo 210 from I-435 to Mo 291 near Liberty** - capacity improvements
13. **I-470 from US 50 to I-70 in Kansas City** - capacity improvements
14. **US 71 from I-435 in Kansas City to Joplin** - upgrade to interstate standards I-49
15. **Mo 13 from Lexington to Clinton** - four-lane expressway
16. **Mo 92 from the Kansas state line to I-29 near Platte City** - roadway improvements to reduce congestion and increase safety
17. **US 63 from US50/US63 east of Jefferson City to Rolla** - four-lane expressway
18. **US 50 from California to Sedalia** - four-lane expressway

19. **US 50 from west of Linn to I-44 at Union** - four-lane expressway
20. **Mo 5 from the Niangua Bridge to Gravois Mill** - four-lane expressway
21. **Mo 42** - Route TT and Route MM from Mo 5 to the toll bridge at Lake of the Ozarks - improved 2-lane
22. **US50/63** - Rex Whitton Expressway from Eastland Dr. to Missouri Blvd. in Jefferson City - roadway improvements to reduce congestion and increase safety
23. **Mo 740 from US 63 to I-70 in Columbia** - four-lane expressway
24. **US 63 from Route AC to I-70 in Columbia** - interchange improvements at Route AC and Route WW
25. **Route D** - Page Avenue from west of Harvester to I-64 Phase II and III
26. **Mo 141 from I-64 to Mo 340** - capacity improvements
27. **I-55 from Route M to US 67** - interchange improvements and increase capacity
28. **I-270** - interchange improvements from McDonnell Blvd. to the Mississippi River and Mo 30 to Mo 100
29. **I-270/Route D/Mo 364** - interchange improvement
30. **I-44/Mo 141** - interchange improvement
31. **Route H from I-270 to north of I-70** - Hall St. in St. Louis - widen to four-lane
32. **I-170 from Route D to I-64** - improve interchange
33. **US 71 from the Arkansas state line to Pineville** - upgrade to interstate standards I-49. Depends on commitment from Arkansas
34. **US 37 from Monett to Arkansas** - four-lane expressway
35. **US 60 from Oklahoma state line to Monett** - improved two-lane with passing lanes
36. **US 60 from Monett to Republic** - four-lane expressway
37. **Joplin West Bypass from Mo 171 to I-44** - four-lane right of way acquisition with two-lane expressway from I-44 to Mo 66
38. **US 65 from I-44 to south of Ozark** - widen to six lanes
39. **US 60 from US 65 to Mo 125** - roadway and interchange improvements to reduce congestion and increase safety
40. **US 60 from Mo 125 to east of Rogersville** - roadway and interchange improvements to reduce congestion and increase safety
41. **US 65 from Buffalo to Warsaw** - widen to four-lane expressway
42. **US 63 from Rolla to Cabool** - widen to four-lane expressway
43. **US 63 from US 160 to Arkansas state line** - widen to four-lane expressway. Depends on commitment from Arkansas
44. **US 67 from US 160 south of Poplar Bluff to Arkansas state line** - widen to four-lane expressway. Depends on commitment from Arkansas
45. **Mo 34 from Piedmont to US 72** - improved two-lane
46. **I-55 from Fruitland to south of Scott City** - capacity improvements

Meeting Regional Needs

You can't always plan for regional growth, but you want to be able to seize the opportunity when it comes. For example, a new business might be thinking about locating in your area and the dealmaker might be if you can improve an intersection or build a new interchange so people can get to it. Our flexible fund program allows regions to address their own priorities, while our cost-share program lets us team up with communities by sharing project costs 50-50 to get the job done. We have had success with these programs and would like to increase our cost-share and flexible fund amounts to help regions grow and prosper.

The estimated cost: \$190 million a year for a total of \$3.8 billion over 20 years.



A Conversation for Moving Missouri Forward

	Annual	20-year
<i>What we need</i>	\$1.56 billion	\$31.3 billion
<i>What we have</i>	\$632 million	\$12.6 billion
<i>Gap</i>	\$931 million	\$18.7 billion

To deliver these improvements will cost a little more than \$1.5 billion a year for 20 years. That's based on 2008 costs and doesn't factor in inflation. But we estimate we'll only have a little more than \$600 million a year during that time. That leaves quite a gap – nearly \$1 billion a year.



That's a lot of money, but it's a practical beginning. The wish list is two to three times bigger, but we've taken it to a conservative level. This is the start of the conversation - the bare minimum of what you deserve.

We recognize we must be innovative to accomplish necessary road and bridge improvements. We know we must be efficient in our operations and make our dollars stretch as far as they can. We owe that to you. However, innovative solutions and program efficiencies will only go so far.

Federal revenue to the states is on the decline, our revenue streams are under attack, and fuel and materials costs continue to rise. Our plan for progress is the bare-bones option to keep you safe on our roads, create jobs and contribute to your quality of life.

We hope you'll talk about this plan in your community. It is not a finished product, but a work in progress, so please let us know what you think. It's time to get excited about what we can do to move Missouri forward.

Join the Conversation

This plan is just a start - a conversation for moving Missouri forward. Have we identified the right projects? Is there an area where you'd like to see more or less emphasis? Are we moving in the right direction? Would you like more information or a speaker to address your group? We'd like to hear from you. Join the conversation for moving Missouri forward. Visit www.modot.org/conversation, call toll-free 1-888-ASK MODOT (275-6636) or write your comments below and send them to: Missouri Department of Transportation, Planning Division, P.O. Box 270, Jefferson City, MO 65102.

Comments

Optional

Name _____

Address _____

City, State, Zip Code _____

Telephone Number _____

E-mail Address _____



Missouri Department of Transportation

www.modot.org
888 ASK MODOT
275-6636

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

• 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 though 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]

