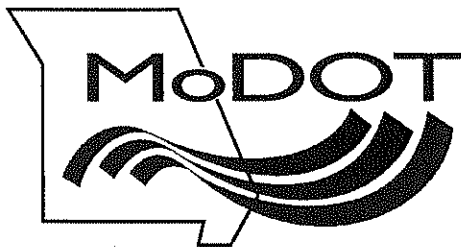


Missouri  
Department  
of Transportation



Pete K. Rahn, Director

105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 751-2551  
Fax (573) 751-6555  
[www.modot.state.mo.us](http://www.modot.state.mo.us)

October 11, 2007

Dear Consultant:

The Missouri Highways and Transportation Commission is requesting the services of a consulting firm to perform professional services for development of an intercity bus service study.

If your firm would like to be considered for these consulting services, you may express your interest by responding to the appropriate office, which is indicated on the attachments.

DBE firms must be certified by the Missouri Department of Transportation in order to be counted as participation towards an established DBE Goal. We encourage DBE firms to submit letters of interest as prime consultants for any projects they feel can be managed by their firm.

We request all letters be received by 4:00 pm, October 25, 2007 at the appropriate office.

Respectfully,

Brian Weiler  
Multimodal Operations Director

ma

Attachment

cc: Mr. Dave Nichols -de  
Mr. Steven Billings -mo  
Ms. Kathy Harvey-de  
Mr. Shyam Gupta-br  
Mr. Lester Woods-cm

**MULTIMODAL OFFICE**

Shirley Tarwater, Intermediate Multimodal Operations Specialist  
Multimodal Operations – Transit Section  
2217 St. Marys Blvd.  
PO Box 270  
Jefferson City, MO 65102-0270  
[Shirley.Tarwater@modot.mo.gov](mailto:Shirley.Tarwater@modot.mo.gov)  
573-751-7481

Missouri Department of Transportation

Request for Proposal:

Statewide Intercity Bus Study

October 15, 2007

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## Summary

This document constitutes a RFP from qualified organizations to provide Consultant Services for a statewide Intercity Bus Study for the Missouri Highways and Transportation Commission and the Missouri Department of Transportation (**MoDOT**).

### Schedule

Action	Date	Time
Request for Proposal Issued	October 15, 2007	
Proposals Due	November 15, 2007	4 p.m. CST
Notification for Oral Presentations	December 7, 2007	
Oral Presentations to MoDOT	week of January 7-11, 2008	

## 1.0 INTRODUCTION

### 1.1 Purpose

This study will assess the intercity bus service needs of the rural population in the state of Missouri and provide guidance on how to meet those needs.

### 1.2 Background

Since the 1960s, intercity bus service has declined to the point that many rural areas have no service. The rising popularity of the automobile and air travel has resulted in a decrease in routes, bus stations, and frequency of service.

Improving rural residents' easily accessible modal choices is an on-going, tangible result for MoDOT. Intercity bus companies are hesitant to provide new services in rural areas with no information on the needs and desires of potential riders. This study should provide that data and allow MoDOT to work with the intercity bus operators to enhance the mobility of rural residents.

In 2006, MoDOT's Organizations Results Division completed an on-board survey of intercity bus passengers and a review of existing stations. The Offerer may use this document as a reference for this project.

The Transit Section in the Multimodal Operations functional unit of the Missouri Department of Transportation (MoDOT) is responsible for administering the Federal Transit Administration's nonurban formula transit program (Section 5311) and the Intercity Bus program (Section 5311(f)) in Missouri. This project will be wholly funded from MoDOT's Section 5311(f) grant administration funds.

## **2.0 Proposal Process**

This section describes the components of the proposal process and states the basic conditions for proposal submission. Please refer to the schedule in the summary section above for essential steps and dates.

### **2.1 *Submission of Proposals***

This request for proposals does not commit MoDOT to award a contract, to pay any costs incurred in the preparation of a response to this invitation, or to procure or contract for services or supplies. MoDOT reserves the right to accept or reject any or all of the responses received as a result of this request, or to cancel this request in part or in its entirety if deemed in the best interest of MoDOT. All proposal material submitted shall become property of MoDOT.

To be evaluated and considered for award, proposals must adhere to the following minimum criteria.

1. Project statement that provides in brief terms the understanding of the project presented in the RFP and how the consultant plans to pursue and complete the work.
2. Respond to all subsections of Section 3.0 "Proposal Content" of this RFP.
3. Provide the original proposal document and nine (9) copies in a sealed envelope.
4. Be received and officially checked in no later than 4:00 PM CST, on November 15, 2007, at the following address:

Attention: Shirley Tarwater  
Multimodal Operations – Transit Section  
2217 St. Marys Blvd.  
PO Box 270  
Jefferson City, MO 65102-0270

### **2.2 *Modification or Withdrawal of Proposal***

The study team may modify or withdraw a proposal by Certified Mail, facsimile or telegraphic notice received prior to the official closing date and time of 4 PM CST on November 15, 2007. A proposal may also be withdrawn or modified in person by the study team's authorized representative provided proper identification is presented before this official closing date and time. MoDOT will NOT accept verbal phone requests to withdraw or modify a proposal. After 4 PM CST on November 15, 2007, no proposals may be modified or withdrawn.

### **2.3 *Oral Presentation***

After the proposal submission deadline and before awards of contract(s), MoDOT may interview study teams in order to clarify the terms of top candidates' proposals. The evaluation committee may ask study teams to give oral presentations of proposals and/or answer questions about the proposals. MoDOT will use written proposals to determine candidates for oral presentations. Oral presentations, only if conducted, will be used for final proposal selection.

## **2.4 Rejection/Acceptance of Offers**

The evaluation committee will score each proposal based on the evaluation criteria described in Section 4.0 "Proposal Evaluation Criteria." MoDOT will notify all study teams in writing of their proposal's status (win/declined) by Certified Mail no later than January 18, 2008.

## **3.0 Proposal Content**

### **3.1 General Format**

Proposals should be no more than six pages in length exclusive of appendices. Please address each of the following sections and subsections by name and provide a table of contents for your proposal. The six page maximum does not include the resumes of key personnel as required in Section 3.1.3.

#### **3.1.1 Executive Summary**

Please provide an overview of the significant features of the proposal. Note any unique or distinguishing characteristics.

#### **3.1.2 Study Professional Profiles**

Study professionals should use this segment of their submission to demonstrate their technical qualifications or those of their proposed team. Supply profiles for study team leader and all team members that will directly be involved with this project. Corporate profiles should discuss experience with public transportation activities and work done in transportation planning. Responding study professionals should also supply brief professional biographies of the study team's key staff that will participate in this project. The entire profiles section should be no more than five pages in length.

#### **3.1.3 Key Personnel**

Responses should also include brief biographies of key individuals such as project managers for the lead study professional and other team members that will actively participate in this project. Exhibit B (attached) should be used for each individual.

#### **3.1.4 Proposed Project Plan and Timeline**

The Missouri Department of Transportation is estimating the time to complete this project to be from nine (9) to twelve (12) months, with the completion of the project to be within this twelve (12) months after the issuance of the "Notice to Proceed." The study team is to provide a timetable of each task and proposed hours to complete these tasks. This information is requested to better identify the timeline that the project will require to complete.

### **3.2 RFP Deliverables**

The Intercity Bus Service Study should, at a minimum, address the following issues:

- 1) Demographic analysis and mapping of:
  - a) identification of origin locations for potential riders of intercity bus services
  - b) intercity bus passenger travel patterns
- 2) Identification of potential destinations for intercity bus services
- 3) Provision of public input through surveys, forums, or other means (methods will be determined at a later date)
- 4) Consideration and recommendations of the highest priority alternatives based on need for providing service in the next five years including, such as:
  - a) additional intercity bus routes in areas of the state not now served, such as,
    - i. Northern Missouri on a east-west route,
    - ii. Central Missouri on a north-south route,
    - iii. Southern Missouri on an east-west route,
  - b) additional frequency on existing routes
  - c) development of feeder systems using rural public transportation providers
- 5) Consideration and recommendations of the highest priority alternatives based on need for providing service in the longer term (5 – 10 years), such as:
  - a) additional intercity bus routes in areas of the state not served,
  - b) additional frequency of service on existing routes,
  - c) development of feeder systems using rural public transit providers,
- 5) Development of Marketing strategies to be implemented in years 1 – 5 and years 5 – 10,
- 6) Timeline for implementing recommendations through 2017,
- 7) Complete and submit a literature review of articles, studies, etc. that are relevant to the project.

## 4 Proposal Evaluation Criteria

### 4.1 *Procedure for Evaluation of Study Proposals*

MoDOT will use written proposals to determine candidates for optional oral presentations. Oral presentations, only if conducted, will be used for final proposal selection. The evaluation committee will score each proposal based on the evaluation criteria described in this section. MoDOT will notify all study teams in writing of their proposal's status (win/declined) no later than January 18, 2008.

MoDOT has identified four evaluation criteria. The evaluation committee has assigned a maximum number of possible points to each criterion and will score each proposal according to these criteria. Failure to submit completed certifications will automatically disqualify a proposal from further consideration.

### 4.2 *Criteria Explanation*

The committee will evaluate proposals' responses to each of these categories.



#### **4.2.1 Demonstration of understanding of the project and its deliverables**

This scope of work is a new area for MoDOT and for many consulting firms. Therefore, it is imperative for the study team to clearly articulate its understanding of the project deliverables. (35% of evaluation)

#### **4.2.2 Approach and strategies used to provide RFP deliverables**

MoDOT will award points to proposals that clearly show how the study team's approach and strategies will best provide the RFP deliverables as described in Section 3.2. Proactive approaches and strategies are encouraged. (30% of evaluation)

#### **4.2.3 Previous work in public transportation analysis**

MoDOT is interested in study professionals that have previous experience in collection and analysis of rural or small urban local public transportation data and will award points to study teams that are willing to provide information of previous similar studies in which they have been involved. The information from previous work will be kept in confidence. (20% of evaluation). Please use form Exhibit A (attached) for each reference.

#### **4.2.4 Previous work with intercity bus service stakeholders**

The evaluation committee will evaluate and reward points for proposals that demonstrate previous experience working with stakeholders in intercity bus transportation. This may include consumers of intercity bus services, public transit agencies, local governments funding transit services, intercity bus providers, and other relevant stakeholders. (10% of evaluation)

#### **4.2.5 Familiarity with project location**

The evaluation committee will consider the company's proximity to and familiarity with the area in which the project is located (5% of evaluation).

#### **4.2.6 Required submission of certification on lobbying as well as certification on debarment and suspension (required). See Appendix A.**

## 5.0 Contract Terms

### AGREEMENT REQUIREMENTS

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

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

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

(G) **DBE/WBE Participation Encouraged:**

1. Bidders are required to quantify the amount of minority and/or female participation in their proposal.
2. Bidders are encouraged to submit copies of existing affirmative action programs, if any. Bidders are also encouraged to directly hire minorities and women as direct employees of the bidder. MHTC reserves the right to consider the use of minority and female employees when making the award of the Agreement.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, subconsultants, 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 the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14<sup>th</sup>) day of January 1994, which Executive Order is incorporated herein by reference and is made part of the Agreement. This Executive Order promulgates a Code of Fair Practice for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Offeror shall also 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) **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.

(J) **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.

- (K) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror and as provided in the bond trust indenture.
- (L) **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.
- (M) **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.
- (N) **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.
- (O) **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.
- (P) **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.
- (Q) **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.

**(R) Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

**(S) 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   | \$400,000 per occurrence and<br>\$2,500,000 aggregate; |
| b. Automobile Liability  | \$400,000 per occurrence and<br>\$2,500,000 aggregate  |
| c. Missouri State Workmen's Compensation policy or equivalent in<br>accordance with state law. |  |

**(T) Applicable FTA Procurement Terms and Conditions**

**No Federal Government Obligations to Third Parties:** The contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any grant sub-recipient, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the contract. Notwithstanding that the

Federal Government may have concurred in or approved any solicitation, sub-agreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any grant sub-recipient or any third party contractor.

**False or Fraudulent Statements or Claims:** The contractor acknowledges and agrees that: (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the grant funded project and this procurement. Accordingly, by executing the contract, the contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with this procurement. In addition to other penalties that may apply, the contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to MoDOT and/or the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the contractor to the extent the Federal Government deems appropriate.

(2). If the contractor makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. section 5307, the Government reserves the right to impose on the contractor the penalties of 18 U.S.C. section 101 and 49 U.S.C. section 5307 (n)(1), to the extent the Federal Government deems appropriate.

**Access to Third Party Contract Records:** The contractor agrees to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all records as requested to conduct audits and inspections related to any contracts that have not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. section 5325 (a). The contractor further agrees to provide sufficient access to procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

**Federal Laws and Regulations:** Federal law or laws authorizing project grant approval control project implementation. The contractor acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the grant funded project on the date the authorized FTA official signs the grant agreement may be modified from time to time. In particular, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when a grantee executes the Grant Agreement and might apply to that Grant Agreement. The contractor agrees that the most recent of such Federal requirements will govern the administration of the grant funded Project at any particular time, unless FTA issues a written determination otherwise. FTA's written determination may be issued as a Special Condition, Requirement, or Provision or Condition of Award within the Grant Agreement, a change to an FTA directive, or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a specific provision to the grant

Master Agreement. To accommodate changing federal requirements, the contractor is notified that Federal requirements may change and the changed requirements will apply to the grant funded project and procurement as required, unless the Federal Government determines otherwise.

**Civil Rights.** The contractor agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

**Nondiscrimination in Federal Transit Programs.** The contractor agrees to comply, and assures the compliance of each sub-contractor at any tier under this grant funded procurement, with the provisions of 49 U.S.C. section 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age and prohibits discrimination in employment or business opportunity.

**Nondiscrimination - - Title VI of the Civil Rights Act.** The contractor agrees to comply with the requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000d et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the FTA may issue.

**Equal Employment Opportunity.** The contractor agrees to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000e, and 49 U.S.C. sections 5332 and any implementing requirements FTA may issue. Those equal employment opportunity (EEO) requirements include by are not limited to, the following:

**General Requirements.** The contractor agrees a follows:  
The contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor also agrees to comply with any implementing requirements FTA may issue

**Nondiscrimination on the Basis of Sex.** The contractor agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. sections 1681 et seq., with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, and with any implementing directives that U.S. DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

**Nondiscrimination on Basis of Age.** The contractor agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. sections 6101 et seq., and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

**Access Requirements for Persons with Disabilities.** The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. section 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. sections 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that ACT. In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F, and;



- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

**Access to Services for Persons with Limited English Proficiency.** The contractor agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. section 2000d-1 note, and U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Federal Register 6733 et seq., January 22, 2001.

**Environmental Justice.** The contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. section 4321 note.

**Other Nondiscrimination Statutes.** The contractor agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to this contract.

**Incorporation of Federal Transit Administration (FTA) Terms** – The provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Missouri Highways and Transportation Commission and, or MoDOT request which would cause the Missouri Highways and Transportation Commission and, or MoDOT to be in violation of the FTA terms and conditions.

**Government-wide Debarment and Suspension** – Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC 1601, et seq.]** –

Contractors who apply, propose or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Clean Air** – (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water** – (1) The Contractor agrees with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA office. (2) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Cargo Preference - - Use of United States – Flag Vessels.** The contractor agrees to comply with U.S. Maritime Administration regulations, “Cargo Preference - - U.S.-Flag Vessels,” 46 C.F.R. Part 381, to the extent those regulations apply to the contract.

**Fly America.** The contractor understands and agrees that MoDOT and the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. section 40118, and with U.S. GSA regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. sections 301-10.121 through 301-10.143.

**Employee Protections - - Non-construction.** The contractor agrees to comply with employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. sections 327 – 332, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards provisions Applicable to Non-construction contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

**Energy Conservation.** The contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C sections 6321 et seq.

**Preference for Recycled Products.** To the extent applicable, the contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6062 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

**Federal Changes.** The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (13) dated October, 2006) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Applicant's failure to so comply shall constitute a material breach of this contract.

**EXHIBIT A**  
**FIRM'S PRIOR EXPERIENCE**

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

**PRIOR SERVICES PERFORMED FOR:**

AGENCY NAME \_\_\_\_\_

CONTACT \_\_\_\_\_  
PERSON \_\_\_\_\_ TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT PERIOD: FROM \_\_\_\_\_ TO \_\_\_\_\_

SUMMARY OF SERVICES PERFORMED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**EXHIBIT B**  
**PERSONNEL**  
**BACKGROUND AND EXPERTISE**

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

STAFF MEMBER

\_\_\_\_\_  
(Name) (Title or Position)  
Specific Role in this Contract Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Experience/Previous Related Work Assignments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Educational Qualifications:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous Government Experience:

\_\_\_\_\_  
\_\_\_\_\_

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

## APPENDIX A – CERTIFICATIONS

### 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

## 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS** **LOWER TIER COVERED TRANSACTIONS** (Third Party Contracts over \$100,000).

#### **Instructions for Certification**

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration. (<http://epls.arnet.gov>)

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

