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**REQUEST FOR PROPOSALS**  
**RFP 6-130820LK**  
**ADVERTISING, MARKETING & PUBLIC EDUCATION SERVICES:**  
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<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

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## INTRODUCTION

This Request for Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (MHTC). **One (1) original and two (2) copies (total of three)** of each proposal must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) **to be received on or before 2:00 p.m., Local Time., August 20, 2013**, at the office of the **RFP BUYER OF RECORD**:

Leann Kottwitz, CPPB  
Missouri Department of Transportation  
General Services – Procurement  
830 MoDOT Drive; P.O. Box 270  
Jefferson City, MO 65109  
Email: Leann.Kottwitz@modot.mo.gov

All documents must be sealed and should be clearly marked “**Advertising, Marketing & Public Education Services**”.

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

## PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

## ACCEPTANCE

This proposal is accepted by MHTC.

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide *Advertising, Marketing & Public Education Services* as set forth herein.
- (B) **Background:** MHTC and MoDOT have various Districts, Divisions and offices that often are required to provide the public with education and information on the services and programs provided by MoDOT. To achieve the stated goal, MHTC and MoDOT are seeking qualified firms to provide advertising, marketing and public education and awareness services.
- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract period is from the date of the fully executed agreement through September 30, 2014.
- (E) **Renewal of Contract:** The MHTC may elect to renew this contract. A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to two (2), twelve month periods, or any portion therein.
1. If the option for renewal is exercised by the MHTC, the contractor shall agree that the amounts for the renewal period shall not exceed the maximum percentages for the applicable renewal period stated on the Pricing Page of the contract.
  2. If renewal percentages are not provided, then amounts during renewal periods shall be the same as during the original contract period.
  3. The MHTC does not automatically exercise its option for renewal based upon the maximum percent and reserves the right to offer or to request renewal of the contract at an amount less than the maximum percent stated.
- (F) **Property of the MHTC:**
1. The contractor shall agree and understand that any and all of the following property and/or work products, which are developed or acquired by the contractor 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 contractor 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 contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, 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 contractor necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor 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.

**(G) 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 for state agency purposes or the purpose of the MHTC.
2. The contractor shall obtain copyrights and register all logos, commercials, etc. in the name of the MHTC as instructed and approved by the MHTC. The contractor must submit all final paperwork related thereto to the MHTC.

**(H) Contractor Selection:** Multiple contracts will be awarded as a result of the RFP. Contractors are selected to provide an activity plan based upon their previous experience, access to media outlets, expertise of personnel and method of performance offered in this response and as it relates to the identified specific activity.

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

**(A) Services:** The contractor shall provide any or all, but not necessarily limited to, the following services customarily performed by a modern, professional, full service marketing/advertising/public relations organization in order to assist the MHTC and MoDOT in fulfilling specified goals.

1. Advertising services, including creation, preparation, and placement of advertising in various media,
2. Media services,
3. Public relations services,
4. Public information/education services,
5. Outreach services,
6. Sponsorship services,
7. Sales promotions,
8. Direct marketing.

**(B) Specific Requirements:**

1. The MHTC does not guarantee any amount of usage of the contract. The contractor shall understand the contract shall be available for use on an as needed, when needed basis.
2. The contract shall not be construed as an exclusive arrangement and if it is in the best interest of the MHTC, similar or alternate services may be obtained elsewhere.
3. The contractor must be operating as a full-service advertising/marketing/public relations agency developing creative strategies as well performing statewide media placement and billings.
4. The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the MHTC.
5. For each service request, Contractor(s) will provide the MHTC an activity plan for meeting the goals and objectives of the specified project.
  - a. The activity plan must include, at a minimum, the following information:
    - i. The contractor's proposed appropriate mix of activities,
    - ii. The contractor's approach for performance and completion of activities including timeframes, deliverables, and the level of effort needed by the contractor, the MHTC, and any other designated parties for all planned activities,
    - iii. A detailed line item budget specifically itemizing each activity and the costs and expenses associated with each activity using the hourly prices and percentages specified on the Pricing Page,
    - iv. A description of how the services and the mix of activities will meet the goals of the MHTC, and
    - v. A description of how results will be measured, what evaluation measures will be used, and the plan for analyzing the outcome data for the campaign to determine its effectiveness in meeting the MHTC's goals.
  - b. Approval of the activity plan will either be provided as a Notice to Proceed or issuance of a Purchase Order. Any required changes to the activity plan must be approved in advance by the MHTC.
  - c. After final approval of the activity plan, the contractor shall execute, operate, and satisfy all requirements of the approved activity plan.
6. The contractor shall provide the MHTC a project progress report. The progress report shall be in a format and duration approved by the MHTC. The project progress report should outline the following information:
  - a. The specific accomplishments achieved during the reporting period,
  - b. The specific activities and projects completed pursuant to the provision of the activity plan and the completion dates of such tasks,
  - c. The specific planned activities for the next reporting period, and an itemized list of anticipated expenditures and costs for such activities and projects,
  - d. The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the activity plan,

- e. A specific editorial and public relations evaluation which must include publication profiles, tear sheets, and clippings, as appropriate.
- f. Any other pertinent information and accomplishments from the reporting period.

**(C) Performance Service Minimum Requirements:**

1. Media Planning and Placement/Purchases

- a. The contractor shall order space, time, or other approved media and endeavor to secure the most advantageous rates available.
- b. The contractor shall negotiate for the lowest possible rate on any media purchase and must include negotiated maximum added value/promotional opportunities and bonus spots (if available) with appropriate written information and evaluation for MHTC approval.
- c. The contractor shall not represent itself to be acting as an agent of the MHTC. The contractor shall inform each media representative supplying space, time, or other advertising means they are not acting as an agent for the MHTC and the contractor shall be solely liable for payment to the media representative.
  - i. The contractor shall provide appropriate traffic instructions to each media entity.
- d. The contractor is responsible for providing media messages in the required form with instructions for the fulfillment of the advertising order, check and verify instructions, displays, broadcasts to be utilized, to such a degree as normally performed by advertising/marketing agencies and as regarded as good practice. The contractor shall ensure there are no typographical errors or omissions in the final advertisements.
- e. The contractor shall audit and verify the accuracy of all invoices from media outlets to ensure all advertisements were run and correctly billed. For advertisements not run as requested, the contractor shall schedule either a make good or shall give credit. The contractor must maintain and keep all records regarding make goods and credits.
- f. The contractor must provide copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.
- g. The contractor shall regularly evaluate media buys, markets, stations, programming and/or daypart, time period rating points, costs, etc. and provide any evaluation with recommendations to the MHTC as deemed appropriate.

- 2. Creative Services – Upon request, the contractor shall provide creative services customarily performed by an advertising agency necessary for: (1) the creation branding, tags and/or logos, (2) the creation of advertisements produced, and (3) the creation of or design for production of premium items and permanent, semi-permanent and non-permanent point-of sale or other materials. The contractor shall not complete a project nor have it produced until MHTC provides final approval of all copy and concepts. If legal services are necessary to confirm appropriate use of a concept, name or term, contractor shall be responsible for obtaining and paying for said legal services. MHTC may reimburse for these services if approved in the activity plan.

3. Work Products/Materials – If required, contractor shall provide a copy of all finished products or material created, produced, or designed for use under the terms of the contract, including text, graphics, or other material or products in an MHTC approved format.
4. Media Production – If required, the contractor shall either provide or sub-contract to provide the services required for production of final form approved advertisements as follows:
  - i. The contractor shall submit at least three (3) written estimates for television and/or radio media production for approval.
  - ii. The estimates must include all production costs which may include but are not limited to media production fees, director recommendations, pre and post production costs, studio time, sound effects, talent fees, audio/music fees, film/music transfer, etcetera.
  - iii. The contractor shall oversee talent payments/invoices and paperwork necessary for all actors/talent used in MHTC productions. The contractor shall obtain MHTC approval and make recommendations for all continued use/holding fees.
5. Promotional/Collateral Material Distribution and Fulfillment – If required, the contractor shall distribute brochures, posters, informational mailings and other similar marketing materials.
6. Public Relations, Image Building Activities, Editorials, Internet Marketing, and Publicity – If required, the contractor shall perform public relations activities designed to assist in reaching the MHTC goals. This may include written editorials and news releases; internet or electronic marketing and other image building activities.
7. Research and Market Analysis – If required, the contractor shall employ research techniques to measure (1) the impact and effectiveness of messages, creative designs, and/or media placement, (2) the opinions of target audience members, and (3) decision trends. This could include but is not limited to gathering public input through the use of forums, phone or surveys and other standard research and market analysis methods.
8. Facilitation work – If required the contractor shall coordinate and conduct focus groups, strategic planning sessions and process improvement teams.

**(D) Invoicing and Payment:**

1. The MHTC does not make advance payments.
  - a. The contractor must ensure that all services have been provided prior to submitting an invoice for payment/reimbursement.
2. On the face of all invoices, the contractor must identify the project by name, the associated product, description of each expenditure, approved job number, dates and all charges associated with the expense, along with appropriate attached estimates.
3. For all advertisement insertions included on the invoice, the contractor must submit tear sheets, publishers affidavit of publication or broadcast, and/or electronic equivalent noted with the date of publications.
4. Performance of services: The contractor shall only be paid and reimbursed: (1) after the successful completion of all the contractor's responsibilities related to invoiced



services, (2) after receipt of an itemized invoice and all required reports for services actually provided, (3) only for services and expenses approved in the activity plan and detailed budget or as a specific amount for required services, and (4) as set forth below.

- a. Media Planning and Placement/Purchases: MHTC will pay the authorized net media costs and applicable contractor fees or percentages of net cost as presented in the response to this RFP. The contractor shall not receive any additional per hour payments for personnel services nor shall include any fees, charges, or hidden commissions of any type or nature
  - b. Creative Services, Media Production, and other Promotional/Collateral Material Production, Printing, Distribution, and Fulfillment - The MHTC shall pay the contractor approved actual costs incurred by the contractor in the production of media advertisements. The actual cost may include, but not necessarily be limited to subcontracting charges and fees including talent costs, music/jingles/tunes/lyrics costs, video/audio/production costs, personnel, royalties, special fees, rights, property/scenery/materials, haulage, audio/visual studios, stages, tele-transcriptions, artwork, photography, photostats, etc. Actual cost may also include the number of hours of creative services, media production services, and other promotional/collateral material production, printing, distribution and fulfillment services performed by the contractor's personnel at the firm fixed price per hour stated on the pricing page.
  - c. For all other services - The contractor shall be paid only the approved actual cost incurred. No additional commission, fee, etc. shall be paid. Such services may include activity plan development, fulfillment services, image building activities, editorials, publicity, marketing activities, research, market analysis, POS or collateral material production services, and/or any other services included by the contractor in the activity plan.
5. Contractor's personnel: Services performed by contractor's personnel must be outlined in the activity plan. Invoices must include the firm, fixed, per hour prices shown on the pricing page for each personnel classification. Indirect, support and supervisory personnel hours shall not be invoiced nor paid, unless such personnel provide a direct service identified in the approved activity plan. Hourly personnel are not paid for travel time unless specifically approved as a part of the project.
6. Reimbursement for Specific Expenses –
- a. MHTC will reimburse the contractor for delivery charges, including, but not limited to: Postage charges, overnight charges, copying, etc., from the contractor to suppliers, publishers or broadcasters. In addition, all delivery charges for point-of-sale delivery from the printer to the MHTC offices as well as for the distribution of final-form advertisements to media outlets and if applicable printed POS.
  - b. MHTC will reimburse the contractor for postage required for direct mail advertisement, brochures, letters, etc, to the general public or a specialized market group as identified in the approved activity plan.
  - c. MHTC will reimburse the contractor for actual and reasonable travel and travel related expenses pursuant to the Contiguous US Per Diem Rates (CONUS) and allowed by the approved activity plan.

- d. MHTC will reimburse long distance telephone, facsimile and telegram expenses when such expenses are required to complete a specific project and are included in the approved activity plan.
  - e. In the event the contractor is required to obtain a copyright and/or register a logo, etc. in the name of the MHTC, the contractor shall be paid the actual net cost associated with obtaining such copyrights and registrations included in the approved activity plan.
7. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor. The contractor shall understand that the MHTC utilizing the contractor's services shall be solely responsible for payment for only those services approved in the activity plan as evidenced by the issuance of a Notice to Proceed or Purchase Order.

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to post-award negotiated contracts. These same contract provisions will appear in the post-award negotiated contracts. 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 Customer Relations Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the designated representative. 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 designated representative 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. 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](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.
- (W) **Insurance:**
- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:
- |   |   |
|---|---|
| a. General Liability  | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| b. Automobile Liability   | Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. |   |

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

##### (A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to the *RFP Buyer of Record* 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 following contract award and the 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:** It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.
- a. Any and all communication from Offeror's regarding specifications, requirements, competitive proposal, etc., must be directed to the **RFP Buyer of Record** listed herein, unless the RFP specifically refers the Offeror to another contact. All questions are due no later than **August 6, 2013**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: [http://www.modot.mo.gov/business/contractor\\_resources/gs\\_bidding/COcommodities.htm](http://www.modot.mo.gov/business/contractor_resources/gs_bidding/COcommodities.htm) in the form of a written addendum. **It is anticipated this addendum will be issued on August 12, 2013.**
  - b. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement.
5. **Official Position of MHTC:** Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
6. **Interview Conference:** After an initial screening process, a technical question and answer conference, interview or oral presentation may be conducted, if deemed necessary to clarify or verify the Offeror(s)' submitted documentation and to develop a comprehensive assessment of the documentation submitted and services offered.

**(B) REQUIRED ELEMENTS OF PROPOSAL**

1. **Method of Performance, Including Facilities and Resources:** Proposals will be subjectively evaluated based on the Offeror's methodology for performing the requirements of the RFP as well as the Offeror's available facilities and resources.
- a. Description of Proposed Services - **Exhibit 5** is provided for the Offeror's use in providing information about the proposed method of performance.
  - b. In addition to Exhibit 5, the Offeror may also respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the Offeror's understanding of the requirements and ability and methodology to successfully perform.
2. **Experience, Expertise and Reliability.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP as noted on **Exhibit**

**3.** The MHTC will also consider any additional information the Offeror believes will be beneficial to the MHTC in evaluating the Offeror's qualifications.

In addition to the answers to specific information to be submitted on the attached Exhibits, the MHTC is interested in the reasons the Offeror believes her or she should be selected to provide the services described herein. In particular, the MHTC is interested in the unique capabilities of the Offeror. The Offeror(s) should be specific as to the exact services it is requesting to be qualified for and relate this discussion to how the MHTC will benefit from selecting the Offeror(s).

**3. Performance capacity and capability of the Offeror to meet a project schedule.**

This section should also include the following elements:

- a. Current or projected workload; ability and capacity to perform the services in a timely manner.
- b. Methodology to be used.
- c. Innovative ideas/approaches.
- d. Cost savings ideas/methods.

**4. Personnel.** Information presented in this section should highlight the Offeror(s)' previous experience, as well as any related work with other state agencies or local governments in Missouri. This section should include information only on the individuals who will perform work on this project. Please refer to **Exhibit 4** for information to include in your submittal. This information includes, but is not limited to:

- a. Listing of the individuals or sub-consultants to be utilized for a specific discipline.
- b. Details of qualifications of the individuals and sub-consultants to be assigned to the project to include:
  - Individuals or subconsultant resume, background and training, business and professional, academic affiliations. If subconsultants are to be utilized, their experience and credentials must be presented and the methods by which these subconsultants will participate in the process should be stated.
  - An outline of the proposed function of each individual in the proposed engagement.
  - Each individual's office location.
  - Each individual's current project assignments.

**5. References.** List at least three (3) references for which the firm, individuals, or sub-consultants provided which are similar in nature to the services requested in this proposal. *MHTC reserves the right to determine which references to call and whether or not to call any or all references for all Offerors.* Limit these references to contacts within the State of Missouri to whom you have provided similar services over the past three (3) years. The reference list should include:

- a. The client's name, address, telephone number and fax number;
- b. a brief description of work satisfactorily completed with location;
- c. dates of contracts;



- d. names and addresses of owners, and
- e. name of contact person.
- 6. **Offeror(s) Knowledge and Experience of the Requested Services.** The Offeror may choose to provide additional information with details as to his/her background and experience with the various media services as noted herein.
- 7. **Affirmative Action Program.** Offerors are encouraged to submit copies of existing affirmative action programs. Please refer to Section 3, Paragraph (G), as noted herein, for additional information.
- 8. **Overall Clarity and Quality of Proposal.** The Offeror is encouraged to detail other information that the Offeror may deem to be advantageous to demonstrate understanding and approach to the work.

(C) **AWARD, EVALUATION CRITERIA AND PROCESS**

1. **Multiple Awards:** The MHTC reserves the right to make awards that are in the best interests of the MHTC. ***Please note:*** It is the intent of the MHTC to develop a list of pre-approved service providers and utilize the services of the listed providers on an as needed, when needed basis. Agreement awards may include, but not necessarily be limited to, the following award structures.
  - a. Issuance of a single agreement for all required services as outlined in this RFP, or
  - b. Issuance of multiple agreements, for any specifically identified services and/or all services as outlined in this RFP.Further, multiple awards may also be issued based on the Firm's specific expertise in various services noted herein.
2. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
  - a. Experience, expertise and reliability;
  - b. Capacity and capability of the Offeror to meet project requirements
  - c. Firm's knowledge of the specific required services outlined herein.
  - d. Fees/hourly rates
  - e. Recommendations from references
  - f. The affirmative action program of the Offeror, and
  - g. Overall clarity and quality of proposal
3. **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.
4. **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. The Offeror must submit proposed fees/hourly rates for all services defined in the Scope of Work. Refer to the Pricing Pages outlined herein this RFP.

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## **PRICING PAGES**

Page 1 of 4

The Offeror **must** complete this Pricing Pages with the prices and percentage applicable for providing services in accordance with the provisions and requirements of this Request for Proposal. *Please sign where indicated on the PRICING PAGE 5 of 5* and submit with your other documentation. **Offeror may copy this form to use if additional space is required.**

### **PERCENTAGE FEE:**

The Offeror shall state a single firm fixed fee, in the form of a percentage of the actual net media cost for Media Planning and Placement/Purchase that shall be the Offeror's fee for media planning and placement/purchase performed in accordance with the provisions and requirements included herein. ***All costs*** associated with providing the media planning, placement, and purchasing shall be included in the stated fee.

Line #	Media Planning and Placement/Purchase	Firm Fixed Fee in the Form of a Percentage of Actual Net Media Cost
001	Services related to planning and placing media.	_____ %

### **PERSONNEL CLASSIFICATION PRICING:**

***Personnel - Per hour prices*** - The Offeror shall complete the following table for each personnel classification that are proposed to be available to provide services, by identifying the specific classification, providing the names of the current personnel assigned and a single firm fixed price per hour each classification for services provided in accordance with the requirements of this RFP.

Item # (to be completed upon any award)	Personnel Classification	Name(s) of all Personnel Proposed who are assigned to Identified Classification	Firm, Fixed Price Per Hour
Personnel from Account Service <i>(list specific classification)</i>			
		1. 2. 3.	\$
		1. 2. 3.	\$
		1. 2. 3.	\$

**PRICING PAGES**

Page 2 of 4

<b>Item #</b> (to be completed upon any award)	<b>Personnel Classification</b>	<b>Name(s) of all Personnel Proposed who are assigned to Identified Classification</b>	<b>Firm, Fixed Price Per Hour</b>
<b>Personnel from Account Service (continued)</b>			
		1. 2. 3.	\$
		1. 2. 3.	\$
<b>Personnel from Creative (list specific classification)</b>			
		1. 2. 3.	\$
		1. 2. 3.	\$
		1. 2. 3.	\$
		1. 2. 3.	\$
<b>Personnel from Production (list specific classification)</b>			
		1. 2. 3.	\$
		1. 2. 3.	\$
		1. 2. 3.	\$
		1. 2. 3.	\$
		1. 2. 3.	\$

**PRICING PAGES**

**Page 3 of 4**

Personnel from Public Relations ( <i>list specific classification</i> )			
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
Personnel from Media Planning & Placement ( <i>list specific classification</i> ) – Only billable when media purchases are not made			
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
Other Personnel Proposed ( <i>list specific classification</i> )			
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	
		1.	
		2.	\$
		3.	

**PRICING PAGES**

Page 4 of 4

**RENEWAL OPTION PERIODS:**

Renewal Option Pricing - The Offeror must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the personnel classification pricing specified above for the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the MHTC shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the *original* contract price, **not** against the previous year's price. **A cumulative calculation shall not be utilized.**

<u>Potential Renewal Period</u>	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
1 <sup>st</sup> Renewal Period	Original Contract Price    +    ____%	or	Original Contract Price    -    ____%
2 <sup>nd</sup> Renewal Period	Original Contract Price    +    ____%	or	Original Contract Price    -    ____%
3 <sup>rd</sup> Renewal Period	Original Contract Price    +    ____%	or	Original Contract Price    -    ____%
4 <sup>th</sup> Renewal Period	Original Contract Price    +    ____%	or	Original Contract Price    -    ____%

Do not complete both a maximum increase and a minimum decrease for the same renewal period.

**Signature of Offeror:** \_\_\_\_\_

**Printed or Typed Name of Signer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## **EXHIBIT 1**

### **ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT** (for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory  
Affiant name  
evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-  
written. city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires:

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

~ End of Exhibit 1. ~

## **EXHIBIT 2**

### **APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

~ End of Exhibit 2. ~



### **EXHIBIT 3**

**Page 1 of 3**

#### **OFFEROR INFORMATION**

**The Offeror should provide the following information about the Offeror's organization.**

*(Offeror may copy the Exhibit to use if additional space is required)*

- Provide a brief company history, including the founding date, and number of years in business as currently constituted.
- Offices - Identify all currently operating office locations and provide brief (couple sentence basic information) description about each one. Identify the one(s) proposed to be used for services per this RFP and provide additional description/details about each such office, (history, number of employees, years at such location, facilities, accounts handled, etc.)
- Describe the structure of the organization including any board of directors, partners, top departmental management, etc., corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms.
- Provide a list summarizing pending litigation that could affect the Offeror's ability to meet the terms of the contract, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc. Failure to list such litigation may result in rejection of the proposal or in termination of any subsequent contract.
- Document the Offeror's current financial condition. If the Offeror is a subsidiary, provide this information for the parent company. Audited financial statements for the last year will provide such documentation, however, they will become public information. Other information documenting financial solvency may be submitted.
- Provide an Aged Account Payable Report for your organization— or other demonstration of prompt payments.
- For the office proposed, provide a listing of clients/accounts that have been active in the last five years. Provide beginning and ending dates of the relationship, approximate total value of the contract, a brief scope of services provided for client, and the account team assigned. Attach examples of work performed for a few of the accounts considered some of the best and most appropriate to services that might be required by the MoDOT. Identify the accounts in order of size from the largest to the smallest in terms of total value of the contract. (add additional rows as necessary).

**NOTE:** Specific dollars cannot be provided at the request of the client, please provide other information if to assist in determining the size of the account.

**EXHIBIT 3**

**Page 2 of 3**

**OFFEROR INFORMATION**

<b>Client/Account Name (include contact name/phone #) List in order of size from largest to smallest</b>	<b>Beginning &amp; Ending Dates</b>	<b>Total Value of Contract/Size of Account *</b>	<b>General Description (Identify if considered “social marketing”-type services, public information/education, etc. &amp; explain. Provide demographic market reached &amp; brief description of strategic objectives)</b>	<b>Specify Key Account Team Assigned</b>	<b>Samples included (yes/no)</b>

### **EXHIBIT 3**

**Page 3 of 3**

#### **OFFEROR INFORMATION**

- In addition to the list provided above, identify some clients from the past ten (10) years considered most similar to the type of services which might be required by MoDOT. Provide a short description about the services performed.
- Identify the clients/accounts gained and lost in the past 2 years and reasons for such acquisition/loss.
- Provide a complete breakdown of current billings into the various media-type categories and indicate amounts/percentages of in-state (Missouri), out-state (National) business, and out-country (international) business.

<b>Media Type</b>	<b>In-State Missouri</b>		<b>Out-of-State Missouri</b>	
	<b>%</b>	<b>\$ Amount</b>	<b>%</b>	<b>\$ Amount</b>
<b>Television – Network</b>				
<b>Television - Cable</b>				
<b>Radio</b>				
<b>Outdoor</b>				
<b>Print-Newspaper</b>				
<b>Print-Periodical and/or Trade Magazine</b>				
<b>Transit</b>				
<b>Internet/Website/Pod Cast</b>				
<b>Other</b>				

*~ End of Exhibit 3. ~*

**EXHIBIT 4****Page 1 of 1**

(Offeror may copy the Exhibit to use if additional space is required.)

**EXPERTISE OF PERSONNEL**

<b>Personnel Available</b> (copy and complete for each person)	
Name of Service Expertise/Department:	
Name of Person Assigned	
Physical Domicile (office location)	
Educational Degree, include college or university, major, and dates	
# of years experience in social marketing	
Describe person's relationship to Offeror. If employed, indicate # of years. If subcontractor, describe other/past working relationships.	
Describe person's responsibilities / accounts over the past 12 months	
Previous employer(s), positions, & dates	
Identify specific information about experience in social marketing efforts. Clearly identify the experience including exact nature of services provided, provide dates, describe the person's role and extent of involvement in the experience.	

## **EXHIBIT 5**

### **Page 1 of 2**

#### **METHOD OF PERFORMANCE**

The Offeror should present a written plan for performing the requirements specified in this Request for Proposal. In presenting such information, the Offeror should specifically address each of the following issues. Use additional sheets if necessary.

#### **Proposed Services:**

1. Philosophy - The Offeror should provide a brief expression of the Offeror's marketing/public education philosophy.
2. Research - The Offeror should provide any recommendations regarding research and how the Offeror incorporates research results into strategies for marketing/public education.
3. Measurement of Results - The Offeror should describe the method(s) that will be used to measure the effectiveness of the services performed.
4. Customer Service - The Offeror should submit their current policies and procedures on customer service and explain how quality control is performed and how customer service will be assured for MoDOT.
5. Special Services - The Offeror should describe any special services that the Offeror proposes or is able to provide that may be of special interest to MoDOT.

#### **Facilities:**

6. The Offeror should fully describe the facilities which will be available and/or utilized for services on behalf of MoDOT, including in-house and subcontracted.
7. The Offeror should describe the services the Offeror can offer that can be utilized as well as the mix of capabilities including such areas as full-scale marketing plans, creative advertising, graphic design, copy writing, public relations, lead generation, etc.
8. The Offeror should describe any special services that the Offeror proposes or is able to provide that may be of special interest to MoDOT.

#### **Accountability Processes:**

9. The Offeror should describe the systems/project approval processes proposed for use in obtaining state agency approvals for projects and associated budgets.
10. The Offeror should describe the systems proposed to keep projects on time and within budget.
11. The Offeror should describe the Offeror's proposed payment procedures in sufficient detail to provide assurances that the payments by the Offeror will be made promptly.

## **EXHIBIT 5**

**Page 2 of 2**

### **METHOD OF PERFORMANCE**

#### **Staffing Plan and Resources**

12. Organizational Chart - Attach an organizational chart showing the staffing and lines of authority for personnel. The relationship of the account service team members, to public relations, to management, and to support personnel should be clearly illustrated. The organizational chart should include the names of the personnel and the working titles of each and should include information about any proposed subcontractors including management, supervisory, and other key personnel.

13. Management - The Offeror should indicate and describe the role principles and top management will play in day-to-day account management and direction. The Offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

14. Total Personnel Resources - The Offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target.

#### **Economic Issues**

15. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

16. Outside United States - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the Offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental US?	Yes _____	No _____
Describe and provide details:		