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CCO Form: GS14
Approved: 02/06 (AR)
Revised: 01/13 (AR)
Modified:

**REQUEST FOR PROPOSALS
RFP 6-130403LK
511 TRAVELER INFORMATION SERVICES**

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LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One (1) original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of Ms. Leann Kottwitz no later than 2:00 p.m., April 2, 2013.

PROPOSAL

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

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

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

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide a 511 Traveler Information Services to MHTC and the Missouri Department of Transportation (MoDOT).

(B) Background: The Missouri Department of Transportation (MoDOT) currently operates Transportation Management Centers (TMC) in Kansas City, St. Louis, and Springfield. These three TMCs provide traveler information to the public through:

Closed Circuit Television (CCTV) Cameras, which provide real time video images of traffic;

Dynamic Message Signs (DMS), which provide travel times, incident, construction, weather and general safety messages;

MoDOT websites, which provide CCTV images, DMS messages, incident, work zone and weather information; and

Text messages and e-mail alerts.

A regional 511 phone service in the St. Louis region

Traffic data is obtained from MoDOT vehicle detection devices, as well as from detection devices owned by MoDOT's public-private partners. Traffic data is archived in the TMC Advanced Traffic Management System (ATMS). The St. Louis TMC currently uses TransSuite for their ATMS. The Kansas City TMC also uses TransSuite and the Springfield TMC uses Chameleon.

In addition to maintaining and enhancing the current regional 511 service, MoDOT is seeking proposals to enhance the overall traveler information service provided in the St. Louis region as well as the potential for expanding such services throughout the state. The St. Louis region refers specifically to St. Louis City, St. Louis County, St. Charles County, Franklin County, and Jefferson County in Missouri. In addition, MoDOT has some data for roadways in the counties of Madison, St. Clair, and Monroe in Illinois. Where available, this data should also be part of the proposed system.

Sample XML data used by the St. Louis TMC is available upon request. The sample data is for informational purposes only. Please contact MoDOT for a copy of the sample data.

MoDOT is seeking a qualified Offeror that demonstrates the capabilities, experience, and resources required to implement, operate, manage and maintain a 511 Traveler Information

Service. At a minimum, the 511 Traveler Information Service shall cover the St. Louis region as defined above.

The Offeror shall have the expertise in the collection, fusion, analysis, and dissemination of real-time traveler information to the public and all the required management, communications and computer-system skills to maintain and operate such a service.

The requirements set forth in the RFP are not intended to define system architecture or to constrain the respondents' recommendations on how to best meet the overall objectives of providing the service. However, the Offeror should clearly indicate the scope, functionality, quantity and quality of the service that will be provided.

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract shall start Notice of Award through October 31, 2015.
- (E) **Renewals/Extensions:** The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.
- (F) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 (phone) or Leann.Kottwitz@modot.mo.gov (Email.) All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., Local Time, March 13, 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.org/business/contractor_resources/gs_bidding/CO/COcommodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on March 20, 2013.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

(G) **RFP Schedule of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:00 am and 3:30 pm, Local Time.

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

Event	Date	Time
MoDOT Issues RFP	February 27, 2013	2:00 pm
Deadline for Written Comments	March 13, 2013	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	March 20, 2013	2:00 pm
Deadline for Submitting a Proposal	April 3, 2013	2:00 pm
Evaluation Process	Week of April 4th	
Notification to Non-Awarded Vendors	End of April	
Contract Effective Date	May 15, 2013	10:00 am

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

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

Implement, operate, manage and maintain a 511 Traveler Information Service. At a minimum, the 511 Traveler Information Service shall cover the St. Louis region.

(B) Specific Requirements: The Offeror will provide to the General Services Procurement Unit one original and five copies of a program proposal which will include the following:

1. The Traveler Information Service shall, at a minimum, provide required traveler information for the entire St. Louis region (St. Louis City, St. Louis County, St. Charles County, Franklin County, Jefferson County in Missouri and Madison County, St. Clair County, and Monroe County in Illinois). Required services for the St. Louis region shall be provided at no cost to MoDOT. As part of their proposal, Offerors may outline how the system could eventually be expanded and integrated into other parts of the state. In doing so, the proposal shall clearly state how such system expansion would be funded.
2. The Traveler Information Service shall include;
 - a. The St. Louis regional 511 telephone service, including transfer, deployment, operation, and maintenance, shall be provided at no cost to MoDOT.
 - b. The 511 telephone service shall be free for users to utilize. Cell phone charges may apply.
 - c. The St. Louis regional 511 telephone service shall be flexible to modifications, additions, and updates at no cost to MoDOT. Such additions may include additional modes of travel, additional roadways, or other additional data sources.
3. The Traveler Information Service shall include a mobile application for travelers to utilize.
 - a. The St. Louis regional mobile application, including development, deployment, operation, and maintenance, shall be provided at no cost to MoDOT.
 - b. The mobile application shall be free for users to utilize. Cell phone and/or data charges may apply.
 - c. The St. Louis regional mobile application shall be flexible to modifications, additions, and updates at no cost to MoDOT. Such additions may include new

system features, additional modes of travel, additional roadways, or other additional data sources.

4. The Traveler Information Service may include a website service for travelers to utilize.
 - a. If provided, the St. Louis regional website, including development, deployment, operation, and maintenance, shall be provided at no cost to MoDOT.
 - b. If provided, the website shall be free for users to utilize. Cell phone and/or data charges may apply.
 - c. If provided, the St. Louis regional website shall be flexible to modifications, additions, and updates at no cost to MoDOT. Such additions may include new system features, additional modes of travel, additional roadways, or other additional data sources.
5. The Traveler Information Service shall support providing travelers with travel times where data is available.
 - a. Proposals should include provisions for providing travel times on roadways where MoDOT does not currently have the necessary data to provide such travel times (i.e. utilizing private sector traffic data). Proposals should clearly indicate whether or not such data and travel times would be provided as part of the system at no cost to MoDOT.
 - b. MoDOT possesses access to traffic data for interstates and freeways in the St. Louis region. Data is also available for some of the major arterials in the region. Much of this data is collected via agency-owned devices while other data is obtained through a data-sharing partnership with Traffic.com. Data from Traffic.com, where available, shall be integrated into the Traveler Information Service in addition to the MoDOT owned data.
6. The Traveler Information Service shall create a positive impression of MoDOT. The service shall be provided in a manner that represents MoDOT as the traveler information and road condition expert in St. Louis and throughout Missouri.
7. The Traveler Information Service shall not require any MoDOT resources for continued operation or maintenance.
8. The Traveler Information Service shall provide coverage on all state-maintained routes within the St. Louis region, including interstate, freeway, expressway, and arterial routes. State-maintained routes may consist of US numbered routes, Missouri numbered routes, and Missouri lettered routes. In general, if data is available for a state-maintained route, then such data shall be included as part of the Traveler

Information Service. Proposals that outline provisions for expanding the system into other parts of Missouri shall account for coverage on all major roads in such regions.

9. The Traveler Information Service shall be expandable with modules for other modes of transportation including, but not limited to, local and regional public transportation services and carpool programs.
10. Proposals shall include a revenue generation plan aimed at covering the costs of any system development, deployment, operation, management, and maintenance.
 - a. The minimum requirements of the St. Louis regional Traveler Information Service shall be provided at no cost to MoDOT. Proposals shall clearly indicate whether or not additional components (such as private sector traffic data) will be provided at no cost to MoDOT.
 - b. The Offeror may incorporate legally-permissible sponsorships and acknowledgement, acceptable to MoDOT, into the Traveler Information Service. Such sponsorships shall comply with federal and state law as well as MoDOT's policy on sponsorship programs (see Appendix 6).
 - c. MoDOT reserves the right to pre-approve any of these offerings and/or sponsorships.
 - d. Sponsorships may be considered on MoDOT-owned assets, including, but not limited to, those listed below. Sponsorships shall not be considered on service patrol vehicles or for rest area maintenance.
 1. Static roadside signs
 2. IVR phone service
 3. Website banners and/or skyscrapers
 4. Text and/or email alerts
 5. Mobile applications
 6. Couponing
11. The Traveler Information Service should support the requirements to fill any gaps in compliance with the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users: SAFETEA-LU, Subtitle b, Section 1201 – Real-Time System Management Information Program.
<http://www.fhwa.dot.gov/safetealu/factsheets/realtimesmi.htm>

12. The Traveler Information Service shall interface to all existing MoDOT databases as well as integrate with other reliable third party databases, including, but not limited to MoDOT's Traveler Information Map Oracle Database and the TMC XML data in their respective ATMS (currently TransSuite in the St. Louis and Kansas City TMC's; Chameleon in the Springfield TMC). MoDOT's Traveler Information Map is located in Jefferson City and is a separate database from the TMC databases.
13. The Traveler Information Service shall provide a method of data verification by multiple sources. The performance measure and/or quality assurance reports required in this proposal shall include a threshold of acceptable data for use in the system.
14. The Traveler Information Service shall provide a mechanism for issuing "floodgate" messages for incidents, closures, weather events, or other necessary information deemed critical by MoDOT. Such messages shall be available on the 511 telephone service, the mobile application, and if provided, the website.
15. MoDOT shall retain rights and ownership to the service domain name and the 511 number.
16. The Offeror shall develop a Program Management Plan for the design, implementation, operations and maintenance of the Traveler Information Service.
 - a. The Plan shall include elements related to Program Management, Data Collection and Information Dissemination.
 - b. The Plan shall include a time frame describing when requirements will be completed, including major milestones and deliverables.
 - c. The Plan shall include testing phases and functional public releases.
 - d. The schedule shall be from the date of award of the Traveler Information Service contract.

(C) 511 Telephony System Requirements:

1. The 511 telephone service should be available for public use within three (3) months from the contract's date of award. In no case shall the telephone service be activated more than six (6) months after the contract's date of award. Proposals will be scored, in part, based upon the vendor's ability to deliver the required telephone service in a timely manner, preferably within a three (3) month window.
2. The 511 telephone service shall include a telephony switching and traveler information service regarding the required MoDOT roadway system.
 - a. The telephony system shall be available via a phone call to 511 from both land line and wireless devices and shall be available 24 hours a day, 7 days a week, 365 days a year.

- b. The telephony system shall receive all calls placed from within the St. Louis region (St. Louis City, St. Louis County, St. Charles County, Franklin County, and Jefferson County in Missouri and Madison County, St. Clair County, and Monroe County in Illinois). Proposals that outline future expansion to other parts of the state shall include a plan to develop necessary switching in other regions of Missouri. Proposals shall clearly indicate whether or not development of switches outside of the St. Louis region would be provided at no cost to MoDOT.
 - c. The St. Louis region already has a regional 511 telephone service in place that receives calls from the region both from landline and wireless devices. With such infrastructure already in place, vendors are encouraged to address this in their proposals and how it may affect transfer or deployment of the service. Because a present system is in place, it is anticipated that deployment costs of a 511 service in St. Louis should be minimal. In any case, deployment, operation, and maintenance of the 511 telephone service in the St. Louis region shall be at no cost to MoDOT.
3. The Offeror should provide the 511 System architecture that shows the system interfaces, dependencies and data exchanges. The architecture should also illustrate the functional, logical and physical design of the telephony system. The architecture should also address telecommunications requirements.
4. The offerer should provide the details of the 511 System architecture that incorporates a basic information service concept that includes the interfaces to external data sources, data fusion processes, databases and methods of presenting this information to the user using a voice interface.
5. MoDOT shall be able to remotely access the data sources of the 511 System to obtain and display real-time performance reports.
6. The 511 telephone service shall accommodate fluctuations in call volumes to ensure callers never receive a busy signal.
7. The 511 telephone service's primary interface shall include speech recognition, touch tone capability and concatenated speech.
8. The Offeror shall provide telephone carrier coordination (landline and cellular) to switch 511 calls to the system. In particular, this will need to accommodate existing translations for St. Louis that already exist for the current regional system. Provisions for expanding the system into other parts of the state, if proposed, shall be outlined as well as wireless translations in the Kansas City area that may be translated to the existing Kansas 511 system.
9. The 511 telephone service shall provide third party hosting of system data and telephony platforms for the system. The service shall provide a redundant system, including a system backup in the event of power loss, with little or no downtime.

10. The 511 telephone service shall provide simple user interface with easy-to-use menu options that minimize menu inputs. Menus shall provide caller the option to interrupt ("barge in") at any time to allow the caller to navigate the system more quickly. Callers shall also have the option for voice or keypad commands. The service shall provide a help Menu for users.
11. The service shall provide callers with an option to request direct transfer to MoDOT Customer Service.
12. The St. Louis regional 511 System shall provide callers with information on routes in Illinois where MoDOT has access to applicable traffic data. Such information shall be integrated into MoDOT's regional 511 system and shall not require a transfer to any Illinois DOT traveler information service. For traveler information in Illinois that MoDOT cannot provide directly via detectors, the regional 511 system shall provide a transfer option to other state information in Illinois, if available. Provisions for expanding the service into other parts of Missouri, if proposed, shall provide callers with a menu option to access or reference surrounding state information including but not limited to: Kansas, Iowa, Illinois, Oklahoma, Nebraska, Kentucky, Tennessee, and Arkansas.
13. The 511 telephone service shall be capable of caller recognition as well as end-user personalization. Users shall have a method to enter personal preferences based on their phone number. Such preferences may include routes of interest and pre-defined trips (work to home, home to school, etc.). Such preferences shall be customizable by the user through a user interface, such as a website.

(D) Mobile Application Requirements:

1. The Traveler Information Service shall include a mobile application for the St. Louis region at no cost to MoDOT. The mobile application shall be available for public use within six (6) months of the award date of the contract. The mobile application should be available for public use within six (6) months from the contract's date of award. In no case shall the mobile application take longer than nine (9) months after the contract's date of award. Proposals will be scored, in part, based upon the vendor's ability to deliver the required mobile application in a timely manner, preferably within a six (6) month window.
2. The mobile application shall provide for end-user personalization of traveler information preferences. Users shall be able to enter route preferences, pre-defined trips, and indicate preference in how they choose to receive requested information (email alert, text alert, etc.).
3. The mobile application shall provide floodgate messages, incident notification, and other user-defined information via text and email alerts.
4. The mobile application shall be capable of providing location-based services, if subscribed to by the user. Such services shall allow users to receive alerts

corresponding to their current location without requiring users to actively engage the mobile device (i.e. pop-up or text alerts based on current location).

5. Proposals shall specify how the mobile application would interact or merge with existing traveler information mobile applications that MoDOT currently utilizes. MoDOT currently has a statewide mobile application for the agency's Traveler Information Map (www.modot.org). Proposals shall indicate how the St. Louis regional mobile application would interact with the statewide traveler information map application, if at all. The statewide mobile application currently provides users with information regarding winter road conditions, incidents, work zones, and other emergency and/or planned events. The current statewide mobile application does not provide users with information regarding real-time speeds.

(E) Website System Requirements:

1. The Traveler Information Service may include a website for travelers in the St. Louis region to utilize.
 - a. If provided, the website shall be provided at no cost to MoDOT.
 - b. If provided, the website shall be available for public use within six (6) months of the award date of the contract.
2. If provided, the St. Louis regional website shall not be a new, stand-alone website. The website shall either utilize the existing St. Louis TMC website (www.gatewayguide.com) or, possibly, MoDOT's statewide Traveler Information Map (www.modot.org). Proposals shall clearly indicate how the website would interact or merge with either of these existing traveler information websites.
3. If provided, proposals shall clearly indicate whether such a website would be hosted by the Offeror or MoDOT. Proposals may include a solution in which the Offeror would eventually host and maintain the St. Louis TMC website (www.gatewayguide.com). In any circumstance, MoDOT shall retain rights to the domain for the St. Louis TMC website.
4. If provided, the website service shall be compatible with the latest versions of all current search engines and web browsers.
5. If provided, the website shall provide for end-user personalization of 511 features, traffic and incident information, including an embedded map object for accurate congestion segment display. Users shall be able to enter route preferences, pre-defined trips, and indicate preference in how they choose to receive requested information (email alert, text alert, etc.).

6. If provided, the website shall clearly signify that the service is being provided by MoDOT. While sponsorship is allowed on a website, space shall always be allocated to clearly signify the service is a resource of MoDOT.

(F) Technical Support Requirements:

1. The Offeror shall provide 24/7/365 technical support and system maintenance/operations for all components of the Traveler Information Service.
2. The Offeror shall provide sign installation and maintenance at no cost to MoDOT, unless otherwise agreed upon. Proposals shall clearly indicate the Offerors plan for utilizing roadside signs including:
 - a. The anticipated number of signs (in the St. Louis region and throughout the state if applicable).
 - b. Anticipated spacing of such signs.
 - c. Projected revenue for signing sponsorships for, at a minimum, the first 3 years.
 - d. Utilization of existing signs. In the St. Louis region, there are currently approximately 106 signs promoting the existing 511 service which may be used to promote the service and provide sponsorship opportunities.
3. The Offeror must provide road signs that conform to the design specifications required by section 2I.10 of the Manual on Uniform Traffic Control Devices (MUTCD) located at: <http://mutcd.fhwa.dot.gov/pdfs/2009/part2ithu2n.pdf> unless otherwise approved by MoDOT.
4. The Offeror must install the road signs per MoDOT specifications unless otherwise approved. The signs must be installed on a breakaway pipe post with a concrete footing as described on page four (4) of MoDOT's business standards and specification document located at: http://www.modot.org/business/standards_and_specs/documents/90303.pdf
5. The Offeror shall provide a System Acceptance Test Plan that outlines requirements for system testing prior to public deployment.
6. The Offeror shall provide Usage/ System Performance Reporting and Performance Measures to ensure the quality of information and usage information and system performance. Performance shall be measured for all components of the system: the telephone service, the mobile application, and the website, if provided. The Offeror shall provide monthly progress reports that document system failures including, but not limited to: type of failure, time of failure and time the state is notified of failure; time failure fixed and what was fixed.

7. The Offeror shall provide monthly performance reports and access to systems data in an acceptable format for all provided services (i.e. phone, mobile, website, etc.). At a minimum, performance reports shall include: number of calls to the system, number of calls per roadway segment, number of calls per hour, average travel times for a segment, and customer satisfaction rates.

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

SECTION (3): AGREEMENT REQUIREMENTS

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

- (A) MHTC's Representative:** MoDOT's State Traffic and Highway Safety Engineer is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Traffic and Highway Safety. 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 Traffic and Highway Safety 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) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
 3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) Incorporation of Provisions: The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.

2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Appendix 4.

(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 Appendix 5.

- (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 signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Time and Location of Offeror's Presentation:** Selected Offerors may be requested to provide in-person presentations. These Offerors will be notified to arrange specific times.
5. **Preparation of Proposal:** Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. For ease of review, the proposals should follow the outline in Section (2) Scope of Work of this request for proposal. All Offeror's proposals shall be limited to 30 pages (letter size 8 ½ by 11 inches in length. Each Offeror must also submit an electronic version of their proposal saved on a CD.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.

2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) **EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. System Revenue Methodology; 30 pts. Maximum
 - B. Experience, and reliability; 30 pts. Maximum
 - C. Proposed Method of Performance; 40 pts. Maximum

From this evaluation, the Department may establish a short list of prospective candidates to invite for an Oral Presentation. Scores will be reassessed given information presented or information clarified during the Oral Presentation.

2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

APPENDIX 1
SYSTEM REVENUE METHODOLOGY
(Evaluation is 30 points)

The evaluation of the offeror's System Revenue Methodology shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed System Revenue Methodology. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

1. The contractor shall provide details on how their solution is of no cost to MoDOT and system users, where required, but still profitable for the contractor. As noted in the requirements, certain components of the Traveler Information Service, particularly in the St. Louis region, are required at no cost to MoDOT. Proposals shall clearly indicate any components of the Traveler Information Service that are not offered at no cost to MoDOT.
2. The contractor shall provide details on any potential revenue sharing they are proposing.
3. Sponsorships shall conform to federal and state laws as well as MoDOT's policy on sponsorship programs (see Appendix 6). Sponsorships shall be allowed in accordance with this RFP.

APPENDIX 2
ORGANIZATION EXPERIENCE AND RELIABILITY
(Evaluation is 30 points)

The evaluation of the Offeror's experience shall be subjective based on the ability of the Offeror to perform the requirements stated herein. Therefore, the Offeror should present detailed information regarding the organization's experience. The following information should be provided by the Offeror in order to assist MoDOT in evaluation of the Offeror's experience. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

EXPERIENCE:

1. The Offeror should describe any previous contract experiences of a similar nature and complexity in scope, responsibility and technologies involved as what is described in this RFP.
2. Describe the nature of the Offeror's business, type of services performed, etc.
3. The Offeror should describe the history of the company. The Offeror should indicate the number of years its firm has been providing similar type services.
4. The Offeror should describe their experience with website development and outreach activities.
5. The Offeror should describe previous project experiences of a similar nature and complexity in scope, responsibility and technologies involved. These project summaries should be limited to no more than one page per project; not to exceed five (5) project summaries.
6. The Offeror should provide reference contact information (name, role in project, phone, and e-mail). Please verify correct e-mail address prior to submitting) for the projects described pursuant to the above in order to allow the evaluators to verify the information. Utilizing the table below (or in a similar format), the Offeror should provide up to five (5) references that may be contacted. In addition, the Offeror should provide up to three (3) references that may be contacted for any/each subcontractor that the Offeror proposes to utilize to meet the requirements of the RFP. Please clearly indicate which references are for subcontractor(s). Please make sure the contact information, including the email addresses, are current, correct and available for reference contact.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced contract work:	
Contact Phone Number:	
Contact Email Address: *please verify accuracy of email address*	
Applicable Dates of Contract Work	
Description of Role / Responsibility in referenced contract work:	

RELIABILITY:

1. The Offeror should provide information that documents the depth and number of resources (i.e., financial, supplies, facilities, infrastructure, and human resources) to ensure completion of all RFP requirements. The Offeror should document how sufficient resources will be provided to the State of Missouri.
2. The Offeror describe its organization and the organization of its proposed subcontractor's(s') organization(s) as it relates to the reliability and market strength/stability of the organization.
3. The Offeror should describe any other companies and organizations that are strategic partners or alliances. Explain what benefit(s) the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein. Offeror should disclose any corporate affiliations regarding other service organization affiliations, etc.
4. The Offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceeding, pending or threatened against the Offeror's organization. Explain any such circumstances. For any subcontractors proposed, the same information should be provided for each subcontractor's organization.
5. The Offeror should indicate whether it has had contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period within the past five (5) years. Explain any such circumstances/reasons for the cancellation and/or non-renewal.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

APPENDIX 3
FUNCTIONAL CAPABILITIES AND METHOD OF PERFORMANCE
(Evaluation is 40 points)

The evaluation of the Offeror's proposed functional and technical capabilities and method of performance shall be subjective based on the requirements stated herein. Therefore, the Offeror should present detailed information regarding the proposed functional and technical capabilities and method of performance. MoDOT reserves the right to use this information, including information gained from any other source, in the evaluation process.

It is the Offeror's responsibility to make sure all products and services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products and services proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

Functional Capabilities: Within the Offeror's response to Exhibit C, the Offeror should detail how they intend to satisfy the requirements outlined in the Scope of Work, Section 2, of the RFP. In doing so, the Offeror should insert their response immediately following the paragraph to which they are responding in the Performance Requirements Section of the RFP. **The Offeror should describe how the requirements will be fulfilled by the proposed service offerings to include by whom, when, with what, why, where, etc., the requirements will be satisfied.**

A simple "yes, no, or compliant" response does not fulfill this description request. The Offeror should present a detailed description of all services proposed in the response to this Request for Proposal. It is the Offeror's responsibility to make sure all requirements are adequately described.

Method of Performance: The Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements and at a minimum include information pertaining to the following areas:

THE OFFEROR SHOULD PROVIDE ADDITIONAL DETAILS AND FULLY DESCRIBE THE SCOPE OF THEIR APPROACH TO PROVIDING MODOT'S TRAVELER INFORMATION SERVICE.

THE OFFEROR SHALL PROVIDE A TIMELINE FOR COMPLETION OF THE SERVICE.

THE OFFEROR SHOULD PROVIDE LOCATIONS OF WHERE ALL PROPOSED SERVICES WILL BE PERFORMED.

THE OFFEROR SHALL PROVIDE A LIST OF TANGIBLE SAFETY FACTORS, WHICH HAVE BEEN CONSIDERED THAT DISCOURAGE DISTRACTED DRIVING.

THE OFFEROR SHALL PROVIDE A WRITTEN DESCRIPTION DETAILING THE GENERAL UNDERSTANDING OF THE MINIMUM REQUIREMENTS FOR MODOT'S TRAVELER INFORMATION SERVICE, AND THE KEY ISSUES, GOALS, OBJECTIVES AND MILESTONES ASSOCIATED WITH PERFORMING THE REQUIRED SERVICES.

THE OFFEROR SHOULD PROVIDE ADDITIONAL AND OPTIONAL SERVICE LEVELS OVER AND ABOVE THE REQUIRED SERVICE LEVELS INCLUDED WITHIN THIS RFP. ANY OPTIONAL ITEMS SHALL BE CLEARLY IDENTIFIED IN THIS APPENDIX.

THE OFFEROR SHOULD PROVIDE A PROPOSED CONCEPT OF OPERATIONS FOR THE MODOT TRAVELER INFORMATION SERVICE, INCLUDING:

- a) Data Collection – Describe what data will be collected, how it will be collected and from where.
- b) Data Fusion – Describe what data processing and validation will be applied to collected data.
- c) Data Dissemination – Describe how customers will access information, i.e. dialing, voice recognition, etc.
- d) Maintenance – Describe the ongoing maintenance activities that will be required and how these will be addressed by the Offeror.
- e) Customer Service – Describe how the service will handle customer complaints, public relations and other quality-control issues.
- f) The Offeror should provide a listing of proposed road segments, sub-regions and transit service coverage, if any, in addition to those defined in the coverage area.
- g) The Offeror should provide a listing of proposed web-based services and any mobile applications, in addition to the 511 phone system.
- h) The Offeror should provide a detailed description of all menu options or choices a 511 caller will be provided. Typical message selection processes should be described: the time it would likely take a user to access the service and complete their query, the availability of a help menu, the options for requesting different classes of data from a single call, error messages, user feedback, call wait times, transfer call options, and other relevant features proposed in the design of the 511 Service.

THE OFFEROR SHOULD PROVIDE A CONCEPTUAL ARCHITECTURE THAT DESCRIBES, AT A MINIMUM, THE FOLLOWING SUBSERVICES:

- a) Detailed description for all coordination with carriers throughout St. Louis to provide seamless connection into the MoDOT Traveler Information Service. A 511 system currently exists in the St. Louis area which is capable of receiving calls from both landline and wireless devices.
- b) The architecture should illustrate calls being switched from the carriers to a central service.

THE OFFER SHALL INDICATE THE TYPE OF PERFORMANCE REPORTS THEY UTILIZE. THE OFFEROR SHOULD PROVIDE EXAMPLES OF ALL REAL-TIME AND HISTORICAL PERFORMANCE REPORTS THAT WILL BE MADE AVAILABLE TO MODOT.

THE OFFEROR SHOULD INDICATE HOW MODOT CAN DOWNLOAD HISTORICAL PERFORMANCE DATA FROM THE SERVICE.

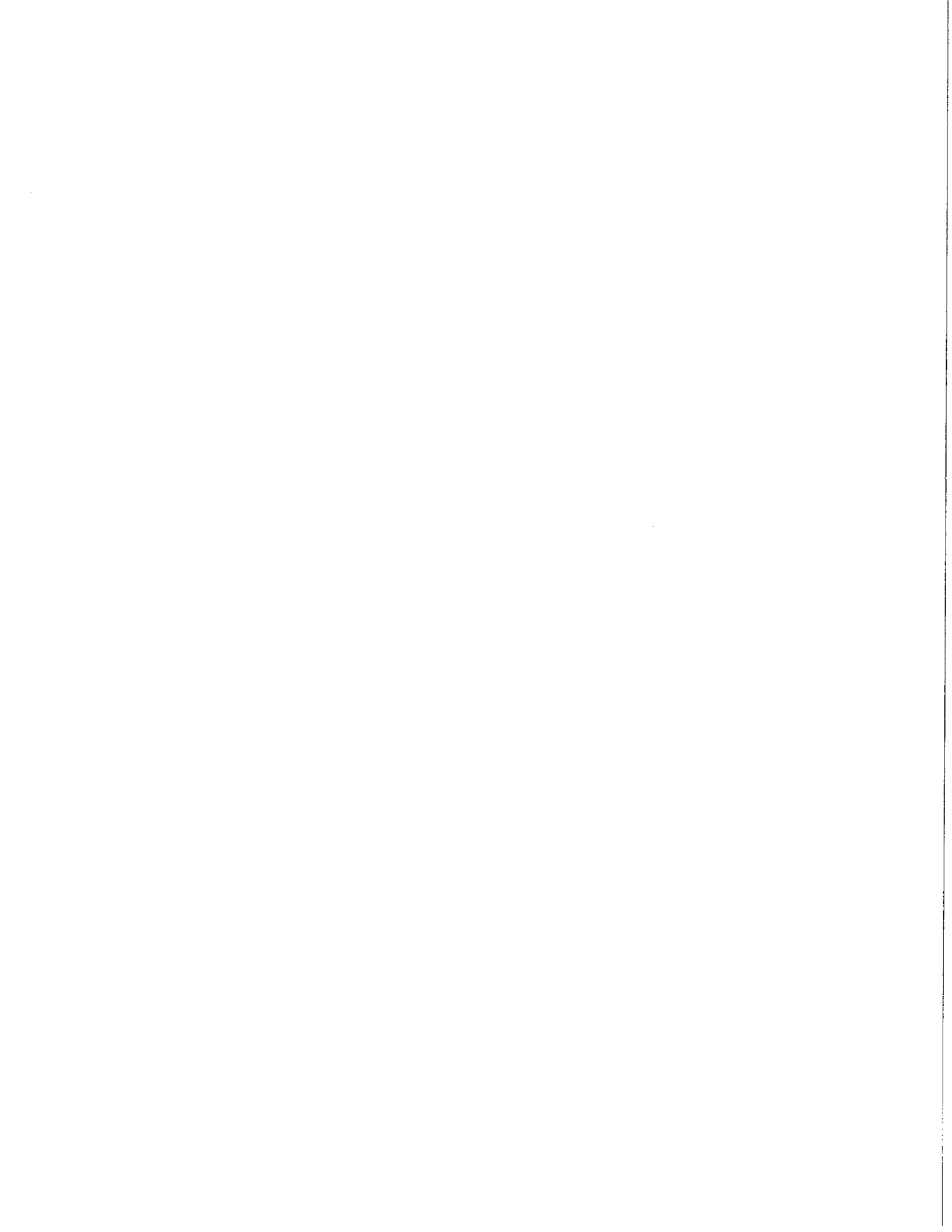
THE OFFEROR SHALL PROVIDE DETAILS OF HOW MODOT WILL BE ABLE TO REMOTELY ACCESS THE DATA SOURCES TO OBTAIN AND DISPLAY REAL-TIME PERFORMANCE REPORTS.

THE OFFEROR SHOULD INDICATE WHAT SERVICE PERFORMANCE MEASURES OR METRICS (BOTH QUANTITATIVE AND QUALITATIVE) WILL BE PROVIDED BY THE OFFEROR, WHICH WILL PROVIDE THE BASELINE FOR ON-GOING SERVICE MONITORING, MANAGEMENT AND PERIODIC EVALUATION REPORTS? FOR EXAMPLE, SERVICE RELIABILITY, ACCESSIBILITY AND AVAILABILITY, ETC.

Economic Impact to Missouri: The Offeror should describe the economic advantages that will be realized as a result of the Offeror performing the required services. The Offeror should respond to the following:

1. 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.
2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. 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.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.



APPENDIX 5

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

- checkbox a United States citizen. checkbox 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.

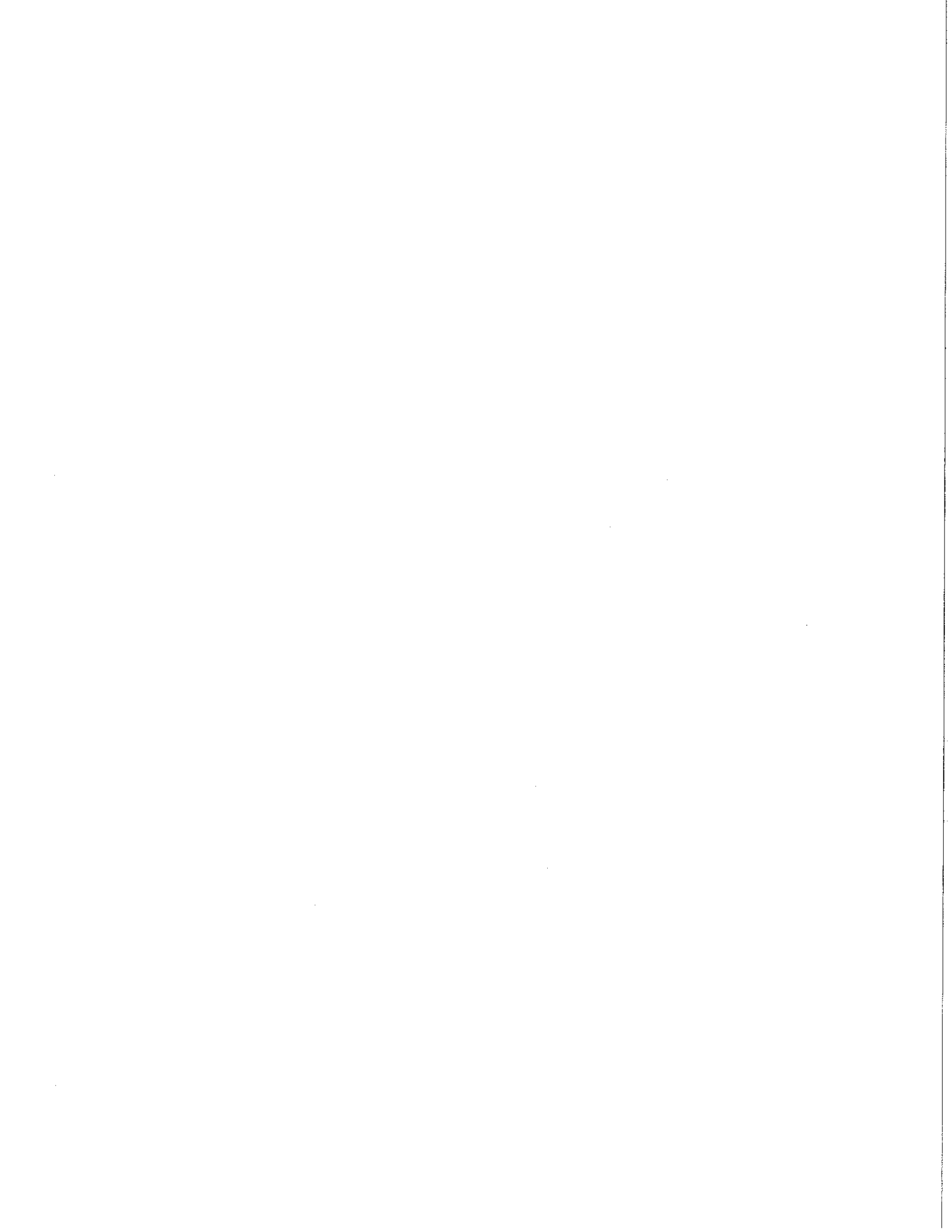
Affiant Signature

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:



APPENDIX 6

MoDOT Policy for Sponsorship Programs

Sponsorship opportunities benefit the traveling public with an improved transportation system by providing flexibility for public agencies to pursue innovative sources of financing for maintenance and construction activities and other highway-related services. Sponsorship programs allow public agencies to provide services critical to enhancing the safety and efficiency of the nation's highway system that might not otherwise be feasible. As a result, sponsorship programs are growing in popularity and are becoming a significant opportunity for highway agencies to generate critical support needed to build, operate and maintain key facilities and services. These services include, but are not limited to, adopt-a-highway litter removal, maintenance of a parkway or an interchange, rest area operation and maintenance, other highway maintenance or beautification sponsorship programs, traveler information services, and emergency service patrols.

One of the most common ways for highway agencies to recognize the support provided by sponsors is through acknowledgement signs. In addition, a number of other options to recognize sponsors include, but are not limited to, acknowledgement on in-vehicle transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, internet web sites, telephone messages (such as those of 511 systems) and mobile applications.

The following policy applies to sponsorship programs on all highways owned and maintained by MoDOT:

- Signs may be used to acknowledge highway-related services under both corporate and volunteer sponsorship programs. Signing shall not be used in an advertising fashion, such as including information such as sponsor telephone numbers, internet addresses, or directional information.
- The use of highway right-of-way for advertising purposes is not allowed. Advertising within building facilities may be allowed as provided in 23 CFR 752.
- Sponsorship agreements may allow sponsors to provide products, services, or monetary contributions and can be of any duration. These agreements should include provisions for maintenance and removal of physical elements after the agreement expires or the sponsor withdraws.
- Sponsorship agreements may be applicable to a site, a corridor, or a specific highway operation. If the sponsor is making a monetary contribution, MoDOT will identify specific sites, corridors, or operations supported by the monetary contribution in the sponsorship agreement.
- Monetary contributions received under sponsorship agreements shall be spent for highway purposes.

- Sponsorship agreements involving the Interstate highway system shall be approved by the FHWA Division Administrator prior to execution.

Compliance with Applicable Laws

When developing sponsorship programs and agreements, it is important to comply with any applicable laws. Specifically, any sponsorship programs MoDOT participates in must comply with state laws prohibiting discrimination based on the grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual as well as any other applicable laws. The development of any sponsorship programs shall be closely coordinated with MoDOT's Chief Counsel's Office to ensure the program is in compliance with applicable laws.

Participation of Sponsors

The participation of sponsors in various sponsorship programs may vary based on a number of factors including, but not limited to, the type of highway service being provided, fees for program participation, net benefit to the public, and economic sustainability of the program or services being provided.

Because operation and the measure of success may vary by the type of sponsored program, specific guidelines for the participation of sponsors shall be developed and enforced by the entity responsible for procuring sponsorships and collecting any products or monetary contributions.

In many cases, the entity responsible for procuring sponsorships and collecting products or monetary contributions will be a contractor hired by MoDOT to administer the program or highway-related service. In this scenario, it shall be the sole responsibility of the contractor to solicit, approve, reject, and monitor the participation of any sponsors for the program. Likewise, it shall be the sole responsibility of the contractor to determine whether or not a specific sponsor's participation supports the contractor's approved business model as well as the long-term economic sustainability of the program. The contractor shall develop and maintain specific guidelines for program participation consistent with the policies set forth herein including, if deemed necessary by the contractor, industries or services prohibited from sponsorship participation. As a courtesy, the contractor shall continuously communicate with MoDOT regarding the solicitation, procurement, and compliance of program sponsors.

Termination

Any sponsorship agreement developed shall include a termination clause giving MoDOT the right to end such agreement at any time based on any of the following:

- Safety concerns.
- Interference with the free and safe flow of traffic.

- A determination that the sponsorship agreement or acknowledgement is not in the public interest.
- For the convenience of the Commission.

Revenue Generation

In many cases, the participation of sponsors within a sponsorship program includes monetary contributions to either MoDOT or MoDOT's contractor. In the event that monetary contributions are distributed to a contractor hired to administer the program on behalf of MoDOT, the contractor shall fully disclose to MoDOT the frequency and amount of any monetary contributions received for sponsorship participation. The contractor shall continuously communicate with MoDOT regarding all monetary contributions received as well as all contractor costs associated with program administration. Agreements shall also contain provisions for revenue-sharing between the contractor and MoDOT, if applicable.

Use of Funds Generated

All monetary contributions received by MoDOT under a sponsorship agreement for services on facilities shall be used for highway purposes only.

Acknowledgment Signs

All acknowledgment signs shall meet all design and placement guidelines as prescribed in the *Manual of Uniform Traffic Control Devices* (MUTCD); must be placed near the site(s) being sponsored; must be placed at least one (1) mile apart from each other if facing in the same direction and associated with the same sponsorship program; and should remain in place only for the duration of the agreement.

For sponsorship of rest areas, one acknowledgement sign for each direction of travel may be installed on the mainline. Additional acknowledgement signs may be placed on the rest area grounds as well as within facilities, provided the sign legends are not visible to highway mainline traffic and do not pose safety risks to rest area users.

For sponsorship of travel service programs that are not site-specific, such as 511 traveler information or emergency service patrols, an acknowledgement plaque may be mounted in the same sign assembly below the general service signs for these programs.

Acknowledgement plaques shall not exceed the lesser of one third (1/3) of the area of the general service sign below which it is mounted or twenty-four (24) square feet.

