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REQUEST FOR PROPOSALS
RFP 6-130404LK
COUNTY STRATEGIC HIGHWAY SAFETY PLAN DEVELOPMENT 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 4, 2013.

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

PROPOSAL

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

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

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

SECTION (1):

GENERAL DESCRIPTION AND BACKGROUND

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide county strategic highway road safety plan development services to MHTC and the Missouri Department of Transportation (MoDOT).
- (B) **Background:** Missouri recently introduced the state's third Strategic Highway Safety Plan (SHSP) called "Missouri's Blueprint to Save More Lives." This SHSP provides valuable information and aids in the identification and deployment of potential safety countermeasures that can impact safety on our roadways. The intention of this RFP is to develop County level Strategic Highway Safety Plans in Missouri. The primary focus is to determine the most problematic crash types that are occurring on the local roads and to provide direction to the county in terms of prioritization of safety needs within the county. These prioritized safety needs must involve systemic safety strategy implementation for the local roads.
- (C) **Overview:** The County SHSP concept is designed to build on the foundation established by the Blueprint. Each County plan will provide the basis for systemic implementation of safety measures across the entire county (excluding the state routes). Local jurisdictions have the flexibility to leverage the road safety planning process to meet their specific local needs. Regardless of the path taken, the end result should be the development of a document that identifies proactive measures, based on current crash trends, which will increase the overall safety for roadway users. Development of a County SHSP will be advantageous in securing future safety funds since the systemic identification of crash problems and potential countermeasures will be a focus in the foreseeable future.

The primary objectives of this effort are to:

1. Develop a document which will list systemic safety countermeasures and safety strategies based on the most problematic crash types in the county (based on the local road network).
 2. Analyze the county's crash data to determine crash patterns by location, type of crash, roadway/intersection types, and any circumstance of the crash which would lead to potential countermeasure identification. All crash study data and reports are to be confidential, pursuant to federal law 23 USC 409.
 3. Develop a listing of acceptable potential countermeasures through a consensus building exercise with key stakeholders of each county. Participants in this consensus building should include, but not be limited to, representatives of the 4 E's – Engineering, Education, Enforcement and Emergency services. Consideration should be given to representation from different modes of transportation – bike, pedestrian, commercial vehicles, motorcycles, etc...
 4. Educate stakeholders on the magnitude of the issues and the effectiveness of possible solutions. A framework for ongoing interaction between stakeholders is desirable.
- (D) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (E) **Contract Period:** The original contract shall start Notice of Award through one year.

- (F) **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.
- (G) **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/g_s_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.
- (H) **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	March 1, 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 4, 2013	2:00 pm
Evaluation Process	Week of April 4th	
Notification to Non-Awarded Vendors	End of April	
Contract Effective Date	May 1, 2013	10:00 am

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

- (A) **Services:** The Offeror shall provide the following professional services:
To provide a county road safety plan.
- (B) **Specific Requirements:** The Offeror will provide to the one original and four copies of a program proposal which will include the following:

Below are the specific tasks that will be expected from the Offeror. A detailed description of each task is provided below. Offerors should review the details associated with the specific tasks and propose their approach for delivering on each of these items. The timeframe for delivering this project is 6 months for each County SHSP. If multiple counties are awarded, then the County SHSP development should happen concurrently. For example, if County 1 is awarded in July and County 2 is awarded in September, each county plan would be expected to be completed within 6 months from the date of award or notice to proceed respectively. The Offeror is encouraged to provide input on specific items that they believe may be delivered more effectively than proposed in the task listing.

- Task 1 – Project Management
- Task 2 – Document Review
- Task 3 - Data Collection
- Task 4 – Data Analysis
- Task 5 – Countermeasure Selection
- Task 6 – Develop Projects
- Task 7 – Report Development

Task 1 – Project Management

This task includes the day to day operations of this contract including timely submissions of contract documents (i.e., monthly progress reports, budget management, invoices, etc.). The project management task will also include any efforts to coordinate this project with the MoDOT staff and county staff (and/or other local staff). This task will also include the production of draft and final meeting minutes for major meetings between the contractor, MoDOT staff and county staff (and/or other local staff). Finally, this task will also include a meeting (could be done by video conference) after each County SHSP has been completed. The purpose of this meeting is to assess the completed County SHSP and identify opportunities for improvement. If the County SHSP does not meet the expectations established in the next 6 tasks identified in this scope of work, MoDOT will evaluate what modifications are needed to continue with additional County SHSP development or may consider not moving forward with additional County SHSP development as planned. MoDOT will identify an internal contact for this effort.

Task 1 Deliverables – Progress reports, Invoices, Meeting Minutes to MoDOT, and County SHSP completion meeting.

Task 2 – Document Review

This task will review any pertinent documents applicable to the transportation system within each county. Listed below are areas that should be examined, if there are other local documents that are brought

forward by the county, or jurisdictions within the county, they should be reviewed as part of the County SHSP development.

- I. Review Missouri's Strategic Highway Safety Plan (SHSP) as it applies to the individual jurisdiction
- II. Review and report possible safety research or applications of information which could be valuable to this effort. Recent research or reports may supersede or enhance the guidelines of the SHSP and should be available for discussion and consideration in any County SHSP if approved by MoDOT and the County.
- III. Review the local jurisdictions Transportation Plans, improvement program or any other document which will impact the recommendations of this plan.

Task 2 Deliverables – A short report summarizing a review of the above mentioned documents, with findings which may impact the final County SHSP.

Task 3 – Data Collection

This task will collect and organize data for each county participating in the County SHSP development. The primary data element of interest is the motor vehicle crashes and roadway data. However, the availability of local data varies throughout the state so the Offeror should expect to leverage whatever local data is available (i.e., bike routes, pedestrian crossings, etc.) to assist in the development of a comprehensive safety plan. Listed below are the expectations related to the Data Collection task.

- I. Up to date Crash data will be provided by the Missouri Department of Transportation. The most recent set of 3 year crash data should be used for analysis in developing the County SHSP. The Offeror shall coordinate with MoDOT to determine the availability of the most recent crash data.
- II. Roadway data should be collected from the jurisdiction, internet sources, field reviews or some other manner. It will be necessary to determine various roadway characteristics in order to realistically determine priorities. Elements such as surface type, surface condition, shoulder width, ADT, degree of curve and location will determine where or where not certain countermeasures can be applied. Close coordination with the local jurisdiction may be required. Some counties will be able to provide other information, such as shoulder type, pavement markings, rumble strips/stripes, and signage. It is not anticipated that significant field data collection will be required. However, a sampling of roadways may be needed to get an indication of the local issues so they can be adequately documented in the final report.

Task 3 Deliverables - Data collected should be summarized in its entirety in an appendix of the final report for each County SHSP.

Task 4 – Data Analysis

This task should begin by verifying that emphasis areas in Missouri's SHSP are still applicable for the county being investigated. Note that this should not be a detailed investigation but should acknowledge that there has not been a major shift in crashes occurring locally and that the emphasis areas identified in Missouri's SHSP are still appropriate. The data analysis task should address the following items:

- I. Crash data will be analyzed to determine which emphasis areas are of greatest priority.
- II. Based upon the crash data a list of potential systemic safety countermeasures will be developed. This list should be somewhat inclusive of all possible treatments. The potential crash reductions as well as the anticipated costs should be documented. Additionally,

issues which may prevent implementation should be listed.

Task 4 Deliverables - Report summarizing the data analysis. This information must be approved by MoDOT prior to proceeding with Task 5. It is suggested that a brief meeting be held to facilitate the review of the data analysis results. A detailed report of the data analysis should be contained in final report and/or appendices for each County SHSP.

Task 5 – Countermeasure Selection

This task focuses on leading a formal workshop to gather input from the stakeholders on what potential countermeasures should be considered for deployment based on the type of crashes occurring locally. The consultant will develop and lead a workshop with representatives of stakeholders as determined by consultation with MoDOT. The purpose of the workshop is to educate stakeholders on the issues, present the results of the data analysis, and get input on acceptable countermeasures. There may be opportunities for inclusion of additional countermeasures or the deletion of suggested countermeasures that are considered infeasible.

Based on the analysis and feedback from the workshops, the consultant will draft a set of acceptable countermeasures that were generated from the stakeholder input. The primary focus of this task is the development of a prioritized list of countermeasures that will be the basis for projects developed within the final report.

Task 5 Deliverable – A report indicating the prioritized listing of systemic safety countermeasures that were generated from the stakeholder workshop. MoDOT, in consultation with the county, shall approve the listing of countermeasures to ensure that they are commensurate with the intent of the County SHSP. These items should be included in the final report for each County SHSP. The workshop attendees and a summary of the minutes of the workshop should also be included in the final report for each County SHSP.

Task 6 – Develop Projects

Based on the analysis and feedback at the workshop, the consultant will draft a set of acceptable countermeasures for further analysis and consideration by the county. The expectation is that not all roadways within the county will be recommended for any one countermeasure. Instead, the major focus of this task is selecting the correct countermeasures for the correct roads to address specific crash characteristics that were discovered through the data analysis. A systemic approach should be used for countermeasure deployment.

MoDOT believes that there are several opportunities to identify and program low cost systemic projects throughout an entire county. However, the end user of the County SHSP will be the county and city staff. The consultant will be expected to develop a final report that meets the needs of the local staff while supporting the principals established by the SHSP and the associated data analysis conducted under this agreement. The consultant will be expected to identify site characteristics that would qualify locations for specific systemic safety countermeasures and the cost of countermeasure. For example, a specific systemic safety countermeasure may involve installing chevrons on curves and the listing of qualified locations may be horizontal curves that have a specific daily traffic flow and involve a curve radius between 300 feet to 1,500 feet.

In addition, specific project locations that would identify the beginning and ending points of sites should be in the appendix of the final report for each County SHSP.

Task 6 Deliverable – A short report detailing specific systemic safety countermeasures (see example in description of Task 6 above). This report should clearly identify the type of systemic safety improvement, qualified locations and estimated costs. Additionally, the methodology for how the qualified locations were selected should clearly be identified. This report should be included in the final County SHSP. Additionally, specific project locations, the systemic safety countermeasure, and estimated project costs should be included and located in the appendix area of the report.

Task 7 – Report Development

The final report will be a compilation of the outcomes from Tasks 2-6. The completed county and MoDOT shall receive one hard copy and an electronic copy of the County SHSP for their records. The report should identify the crash characteristics, data gathering, data analysis, countermeasure prioritization, and proposed projects that were determined through this formal planning process. The report should also document the individuals who participated in the development of the County SHSP. Additionally, a summary report of projects for each county should be developed. The intention of this report is to allow for collaboration and economies if more than one jurisdiction considers implementing similar countermeasures.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project.

Task 7 Deliverable – Final report delivered and final invoice.

Project Constraints

There are 115 counties in the state of Missouri. Based on the local road fatality situation in the state, we have elevated 14 counties. These 14 counties in the state have over 67 percent of the local fatalities occurring on their roads. Listed below are two Tiers that represent the priority of counties in regards to County SHSP development. Jackson County is the highest priority based on the quantity of roadway fatalities occurring on their local roads. MoDOT may award one or more of the counties in Tier 1 or Tier 2.

TIER 1 County SHSP Development

County	Population (2010 Census)	Local Yearly VMT	(2009-2011)	
			Local Fatalities	Local Serious Injuries
Jackson	674,158	1,731,512,915	125	1,111
St. Louis City	319,294	571,041,770	90	440
St. Louis	998,954	3,305,471,025	60	663
Greene	275,174	842,384,595	31	280
Jefferson	218,733	649,977,035	23	252

TIER 2 County SHSP Development

County	Population (2010 Census)	Local Yearly VMT	(2009-2011)	
			Local Fatalities	Local Serious Injuries
St. Charles	360,485	1,003,352,880	21	243
Clay	221,939	775,038,445	17	189
Franklin	101,492	454,561,510	15	100
Jasper	117,404	354,941,695	12	123
Boone	162,642	516,377,180	13	82
Platte	89,322	466,554,315	10	34
Newton	58,114	266,543,075	8	71
Buchanan	89,201	252,333,625	8	292
Cole	75,990	212,576,000	4	116

Each County SHSP project is expected to be completed in 6 months. If multiple counties are awarded, then the County SHSP development should happen concurrently.

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

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 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 Exhibit A.

- (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 B.
- (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 Ms. Leann Kottwitz as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the

event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

(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.
4. **Proposal Content.** The following will be considered minimum contents of the proposal and must be submitted in the order listed:
 - a) Responder's company name, business address, the contact person's name, telephone number, fax number and email address (as available).
 - b) A statement of the objectives, goals and tasks to show or demonstrate the responder's view of the nature of the project.
 - c) A description of the proposed project approach and methodology to be utilized and deliverables to be provided by the responder, and a description of the proposed project management techniques.
 - d) A detailed description of the responder's background and experience with similar work. This should include examples of similar work indicating the responder's level of involvement in the project, and the key personnel involved with the project. For the similar work identified, provide information on: 1) cost management (comparison of final cost to the initial Contract price with explanation of significant increases); 2) whether the sponsor's schedule was met (with explanation of any delays), and 3) sponsor feedback regarding quality of services (for example any constructability or other plan reviews, any significant re-work required, or any known Contractor claims relating to plan errors). Emphasis should be placed on ability and history in handling projects with special constraints similar to the state's proposed project.
 - e) A list of the key personnel who will be assigned to the project and their area of responsibility. Provide statements for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed

work. No change in personnel assigned to the project will be permitted without the written approval by MoDOT.

- f) A work plan identifying the major tasks to be accomplished. The work plan must present the responder's approach, task breakdown, and deliverable due dates.
- g) The forms and documents required under any other section of this RFP.
- h) County SHSP cost. All costs related to development of each County SHSP. Please see Section 5, Pricing Page.
- i) 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 20 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.

5. **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.

(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. Technical competence and expertise as demonstrated by the Offeror's expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (Maximum percentage 20%)
- B. Specialized expertise, capabilities, and technical competence as demonstrated by the Responder's background and experience with similar work, and ability and experience in handling projects with similar constraints. (Maximum percentage 15%)
- C. The responder's ability to control costs, ability to meet schedules and quality of work. (Maximum percentage 5%)
- D. The availability of personnel and other resources to perform the work within the specified time limit and the qualifications and experience of key personnel. (Maximum percentage 10%)
- E. County SHSP cost (75% for Jackson County, 20% for remaining TIER 1 & 5% for TIER 2). (Maximum percentage 50%)

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

(D) PRICING

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

**SECTION (5):
PRICE PAGE**

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

TIER 1 County SHSP Development

County	Lump Sum Cost Per County
Jackson	
St. Louis City	
St. Louis	
Greene	
Jefferson	

TIER 2 County SHSP Development

County	Lump Sum Cost Per County
St. Charles	
Clay	
Franklin	
Jasper	
Boone	
Platte	
Newton	
Buchanan	
Cole	

Signature _____

Date _____



