

**Missouri Department of Transportation**  
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**REQUEST FOR PROPOSALS  
RFP 6-131127LK  
FACILITATION SERVICES FOR REGIONAL PRIORITIZATION MEETINGS**

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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	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 Leann Kottwitz, General Services Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or express mailed/hand-delivered in a sealed envelope to Leann Kottwitz, General Services Procurement, Missouri Department of Transportation General Services Procurement Office at 830 MoDOT Drive, Jefferson City, Missouri 65019. Proposals must be returned to the offices of General Services Procurement Office no later than 2:00 p.m. CDST, November 27, 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 deadline.

**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.

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

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

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

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

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

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

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

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**ACCEPTANCE**

This proposal is accepted by MHTC.

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

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide facilitation services to MHTC and the Missouri Department of Transportation (**MoDOT**). The Offeror shall provide facilitation services at meetings conducted by MHTC/MoDOT with all transportation stakeholders within MoDOT District geographic boundaries, which include Metropolitan Planning Organizations, Regional Planning Commissions, business and community leaders, and other entities, organizations or individuals identified by MHTC/MoDOT prior to each meeting. It will be the responsibility of all such stakeholders within each MoDOT District geographic boundary (hereinafter, “region”) to identify, prioritize and propose transportation improvements within the respective region for MHTC/MoDOT to consider for funding with new revenue generated from voter-approval of Initiative Petition 2014-052 (see Section (1)(B) – **Background** below).

The goal of the meetings that MHTC/MoDOT shall conduct with each region’s stakeholders, and at which the Offeror shall provide facilitation services, will be to arrive at an agreed upon listing of the proposed transportation projects by priority (with a priority given to safety), and select those higher priority transportation projects, programs and facilities for MHTC/MoDOT’s consideration to fund in whole or in part with the new funding that shall become available from Initiative Petition 2014-052. The Offeror’s facilitation services shall extend beyond the meetings to include the creation and implementation of each region’s process for prioritizing the proposed transportation improvement in a transparent, inclusive and collaborative way. Offerors selected through this RFP process will comprise a pre-qualified facilitation services provider pool. MoDOT Districts located in each region will have the discretion to choose a combination of Offeror firms or teams from the pre-qualified facilitation services provider pool to provide facilitation services for the respective region. Selection for inclusion in the pre-qualified facilitation services provider pool does not assure any Offeror will be selected to provide the facilitation services.

- (B) **Background:** Initiative petition 2014-052 (**Exhibit 1**) was filed with Missouri’s Secretary of State Office. The petition, if approved by voters at the November 4, 2014 general election, would amend article IV of the Missouri Constitution by creating a new section 30(e) that would impose a constitutional, one percent (1%) state sales and use tax on all tangible personal property as provided in the Missouri State Sales Tax Law and the State Compensating Use Tax Law. The constitutional, 1% state sales and use tax is temporary (ten years) and would automatically be re-submitted to voters at the next general election in 2024.

The revenue generated from the new 1% sales and use tax is constitutionally dedicated for highways (state, city and county) and other transportation (e.g., aviation, mass transit, ports, etc.) system uses and purposes. Prior to the election, the petition requires

the MHTC to approve a list of projects, programs and facilities, with a priority given to safety, on the state highway system and the state transportation system that shall be funded from the new revenue.

- (C) **Schedule of Events:** The following RFP schedule of events represents the MHTC’s best estimate of the schedule that shall be followed. The MHTC reserves the right at its sole discretion to expand or reduce the schedule as it deems necessary. Schedule reduction changes that impact an Offeror’s ability to submit information will be communicated via an addendum.

Request for Proposal Issued	November 8, 2013
<b>RFP Submission Deadline</b>	<b>November 27, 2013 on or before 2:00 p.m., CDST</b>
Notification of Acceptance into Pre-Qualified Facilitation Services Pool	December 9, 2013
Anticipated Regional meetings	December 2013 – June 2014
General Election	November 4, 2014

- (D) **MHTC Responsibilities:** During development of regional processes, and implementation of prioritizing transportation improvements, MHTC will provide the following:

1. Advertising and mailings as needed
2. Furnish/provide for location space, if needed
3. Updated project, program and facility costs and/or other components as needed during regional prioritization processes.
4. Safety, economic and transportation system data
5. Other technical tasks, assignments or analysis as determined by the regions

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

- (A) **Services:** The Offeror shall provide facilitation services to ensure a transparent, open, collaborative and inclusive transportation improvement prioritization process for funding allocation purposes. The Offeror must strive to ensure transportation stakeholders reach informed consent on the process development, implementation and results. Offeror responsibilities include, but are not limited to, the following:

1. Help transportation stakeholders within each region develop their transportation improvement prioritization process based on transportation needs, project development and public policies.

2. Facilitate the transportation stakeholder meetings within each region to achieve successful collaboration, agreement and informed consent among all stakeholders towards a final prioritization of transportation improvements.
3. Assist MHTC in achieving an inclusive and collaborative process that would include Metropolitan Planning Organizations, Regional Planning Commissions, business and community leaders, rail, aviation, transit, port, bicycle, pedestrian and regional transportation stakeholders.
4. Facilitate discussions between different regions.
5. Prepare meeting summaries, report progress and results that can be accessed via a web-based system.

**(B) 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 Director of Transportation Planning is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Director of Transportation Planning. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Director of Transportation Planning throughout the effective period of the Agreement.
- (B) Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore,

the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
  2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
  3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in

the United States, is incorporated herein by reference and made a part of this Agreement.

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

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

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

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](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 2.

**(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 3.

- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the

award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
  
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
  - 1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  - 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
  
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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

##### **(A) SUBMISSION OF PROPOSALS**

- 1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to 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.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Leann Kottwitz, General Services Procurement Manager, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 or email: [Leann.Kottwitz@modot.mo.gov](mailto:Leann.Kottwitz@modot.mo.gov).

## (B) REQUIRED ELEMENTS OF PROPOSAL

1. **Format:** Proposals should be no more than seven (7) pages in length exclusive of appendices and price schedule.
2. **Experience, Expertise and Reliability:** 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.
3. **Proposed Method of Performance:** 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 in performing the described services, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each sub-contractor, if any, and complete contact information for that sub-contractor. Personnel/Team qualifications shall also be included in this section. This shall include professional biographies/profiles of the team leader(s) and all team members directly involved in performing the described services. Biographies/profiles should reflect experience in with facilitation, public engagement and outreach as well as transportation knowledge, planning and broad-based public engagement projects.
4. **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:** After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

- a. Experience, expertise and reliability (75 Points);
- b. Proposed Method of Performance (15 Points);
- c. Cost, Fees and Expenses (10 Points);

Proposals must score at least 50 points to be included in the pre-qualified facilitation services pool.

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. Please sign where indicated and submit with the response to this RFP.

- A. Hourly charge / facilitator \$ \_\_\_\_\_  
(includes profit and overhead)
- B. Hourly travel charge / facilitator \$ \_\_\_\_\_  
(includes profit and overhead)
- C. Minimum charge / day / facilitator \$ \_\_\_\_\_  
(Includes profit, overhead and travel )
- D. Maximum charge / day / facilitator \$ \_\_\_\_\_  
(includes profit and overhead, regardless of number of hours utilized, including travel time)

**(B) EXPENSES:** The estimated out of pocket expenses that are not included in the fixed fee per dollar values quoted above and for which the Offeror expects reimbursement must be separately identified by name and cost. Please use a separate sheet if necessary. Failure to identify or supply a cost in the proposal will be taken by the MHTC that all expenses are included in the fixed fees as provided above with this submitted proposal. The MHTC reserves the right to negotiate the cost and type of any and all such expenses, as deemed in the best interest of the MHTC. Further, the MHTC must approve any anticipated expenses prior to such expenses being incurred as part of the services provided by the Offeror.

Expenses	Amount
Mileage per vehicle (regardless of number of riders)	\$0. _____ / mile
Lodging	\$ _____ - \$ _____ / facilitator/day
Meals	\$ _____ - \$ _____ / facilitator/day or per diem as per firm \$ _____ /day
Miscellaneous (list-attach additional sheet if needed)	
Total	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Exhibit 1

NOTICE: You are advised that the proposed constitutional amendment changes, repeals, or modifies by implication, or may be construed to change, repeal or modify by implication, the following provisions of the Constitution of Missouri — Section 1 of Article II; Sections 1, 36, 49 and 50 of Article III; Sections 1, 15, 22, 23, 27, 28, 29, 30(a), 30(b), 30(c), 32 and 34 of Article IV; Sections 1, 2, 3, 4(a), 10(b), 16, 17, 18, 18(e), 19, 20 and 21 of Article X; and Sections 1 and 2(b) of Article XII.

*Be it resolved by the people of the State of Missouri that the Constitution be amended:*

Section 30(d) of Article IV of the Constitution is repealed, and two new sections to be known as Article IV, Sections 30(d) and 30(e) are adopted in lieu thereof:

Section 30(d).1. No state revenues derived from highway users which are imposed, collected, apportioned, distributed or deposited in the state road fund pursuant to either section 30(a) or section 30(b) shall be diverted from the highway purposes and uses specified in subsection 1 of section 30(b). No state revenues derived from highway users which are imposed, collected, apportioned, distributed or deposited in the state road bond fund pursuant to subdivision (3) of subsection 2 of section 30(b) shall be diverted from the highway purposes and uses specified in said subdivision (3). No state revenues which are imposed, collected, apportioned, distributed or deposited into the state road fund or transportation safety and job creation fund pursuant to section 30(e) of this article shall be used for administrative purposes or diverted from the state highway system purposes and uses and the state transportation system purposes and uses specified in section 30(e) of this article. The oversight division of the committee on legislative research shall conduct a program evaluation of the department of transportation to ensure the additional funds under section 30(e) are used as required under this article and provide a report to the general assembly by January 1, 2020.

2. All of the provisions of sections 29, 30(a), 30(b), 30(c), 30(d), and 30(e) shall be self executing. All of the provisions of sections 29, 30(a), 30(b), 30(c), 30(d), and 30(e) are severable. If any provision of sections 29, 30(a), 30(b), 30(c), 30(d), and 30(e) is found by a court of competent jurisdiction to be unconstitutional or unconstitutionally enacted, the remaining provisions of these sections shall be and remain valid.

3. The provisions of sections 30(d) and 30(e) shall become effective on January 1, 2015.

Section 30(e).1. To provide additional moneys for state highway system purposes and uses, city streets, county roads and state transportation system purposes and uses: First, an additional state sales tax of one percent is hereby levied and imposed upon all transactions on which the Missouri state sales tax is imposed, subject to the provisions of and to be collected as provided in the Sales Tax Law and the rules adopted in connection therewith; and Second, an additional state use tax of one percent is hereby levied and imposed upon all transactions on which the Missouri state use tax is imposed, subject to the provisions of and to be collected as provided in the Compensating Use Tax Law and the rules adopted in connection therewith. No tax levied or imposed under this Section 30(e) shall apply to the retail sale of food as defined in the Sales Tax Law.

2. The proceeds from the additional state sales and use taxes imposed under this section shall be collected, apportioned, distributed, and deposited by the department of revenue as provided in this section. The term "proceeds from the additional state sales and use taxes" used in this subsection shall mean and include all proceeds collected by the department of revenue reduced only by refunds for overpayments and erroneous payments of such taxes as permitted by law and the department's actual costs to collect these proceeds, which shall not exceed one percent of the total amount of the tax collected. The department's actual costs to collect these proceeds shall be limited to actual costs incurred by the department of revenue, including any other entity or person designated by law or by the department to collect or to provide goods or services used to collect the additional state sales and use taxes.

3. The proceeds from the additional state sales and use taxes imposed under this section shall be apportioned, distributed, and deposited by the director of revenue as follows:

(1) Five percent of the proceeds shall be deposited into a special trust fund known as the "County Aid Transportation Fund". Moneys in the county aid transportation fund shall be apportioned and distributed to the various counties of the state based on the county road mileage and assessed rural land valuation calculations in subdivision (1) of subsection 1 of section 30(a) of this article, except that five percent of these moneys shall be apportioned and distributed solely to cities not within any county in this state. Moneys in this fund shall be expended at the sole discretion of the various counties for any of the county road and bridge purposes and uses provided in subdivision (1) of subsection 1 of section 30(a) of this article, any state highway system purposes and uses authorized under section 30(b) of this article, or for any county transportation system purposes and uses as set forth in subdivision (4) of this subsection;

(2) Five percent of the proceeds shall be deposited into a special trust fund known as the "Municipal Aid Transportation Fund". Moneys in the municipal aid transportation fund shall be apportioned and distributed to the various incorporated cities, towns, and villages in the state based on the population ratio calculations in subdivision (2) of subsection 1 of section 30(a) of this article. Moneys in this fund shall be expended at the sole discretion of the various incorporated cities, towns, and villages for any of the city road, street and bridge purposes and uses provided in subdivision (2) of subsection 1 of section 30(a) of this article, any state highway system purposes and uses authorized under section 30(b) of this article, or for any city transportation system purposes and uses as set forth in subdivision (4) of this subsection;

(3) Ninety percent of the proceeds shall be deposited into a special trust fund known as the "Transportation Safety and Job Creation Fund", which is created within the state treasury. Moneys in the transportation safety and job creation fund shall stand appropriated without legislative action to be used and expended at the sole discretion of the highways and transportation commission for the following purposes and uses, and no other:

(a) For deposit into the state road fund for state highway system purposes and uses authorized under section 30(b) of this article; or

(b) For state transportation system purposes and uses as set forth in subdivision (4) of this subsection;

(4) The term "transportation system purposes and uses" shall include authority for the commission, any county or any city to plan, locate, relocate, establish, acquire, construct, maintain, control,

operate, develop, and fund public transportation facilities such as, but not limited to, aviation, mass transportation, transportation for elderly and handicapped persons, railroads, ports, waterborne commerce, intermodal connections, bicycle, and pedestrian improvements;

(5) All interest earned on moneys deposited into the county aid transportation fund, the municipal aid transportation fund or the transportation safety and job creation fund shall be credited to and deposited into such fund. The unexpended balance remaining in the county aid transportation fund, the municipal aid transportation fund, and the transportation safety and job creation fund at the end of the biennium and after all warrants on same have been discharged and the appropriation, if applicable, has lapsed, shall not be transferred and placed to the credit of the general revenue fund of the state or any other fund;

(6) The moneys apportioned or distributed under this section to the transportation safety and job creation fund, county aid transportation fund, and municipal aid transportation fund shall not be included within "total state revenues" under section 17 of article X of the Missouri Constitution, nor be considered an "expense of state government" under section 20 of article X of the Missouri Constitution, nor be considered "state revenue" under section 3(b) of article IX of the Missouri Constitution.

4. (1) Unless approved by the voters of this state, the general assembly, counties, and municipalities are prohibited from increasing or decreasing the tax upon or measured by motor fuel used to propel highway motor vehicles from the rate of the tax authorized by law on January 1, 2014, while this section is in effect.

(2) Unless approved by the voters of this state, the state highways and transportation commission shall not authorize, own or operate a toll highway or toll bridge on a state highway or bridge that is in existence on January 1, 2014, while the sales and use tax authorized by this section is in effect. Unless approved by the voters of the applicable county or municipality, a county or municipality shall not authorize, own or operate a toll highway or toll bridge on any highway or bridge under its jurisdiction that is in existence on January 1, 2014, while the sales and use tax authorized by this section is in effect.

(3) Prior to the effective date of this section and prior to any subsequent election in which this section shall be submitted to voters for approval, the commission shall approve its list of projects, programs, and facilities, with a priority given to safety, on the state highway system and state transportation system that shall be funded from the proceeds from the additional sales and use taxes deposited into the transportation safety and job creation fund under this section. Starting in the second calendar year following the effective date of this section, the commission shall annually submit a report to the governor, general assembly, and joint committee on transportation oversight that shall include the status of the approved list of projects, programs, and facilities on the state highway system and state transportation system. During the ten-year period the temporary tax is in effect, the commission shall include the approved projects, programs, and facilities in one or more of the five-year statewide transportation improvement programs approved by the commission. A taxpayer of the state shall have standing to bring suit to compel the commission's inclusion of approved projects in a five-year statewide transportation improvement program. All such suits shall be brought in the circuit court of Cole County.

(4) Upon voter approval of the temporary one percent state sales and use tax in this section at a general election held in 2014, this section shall be effective January 1, 2015, and shall continue for ten years. This section shall be resubmitted to the voters for approval at the general election held in 2024. The secretary of state shall submit the ballot measure for such ten-year resubmission. If approved by a simple majority of votes cast, this section shall continue to be effective for an additional temporary ten-year period. Every ten years thereafter, the secretary of state shall submit to the voters for approval the issue of whether the sales and use tax authorized by this section shall be imposed for another ten-year period. If at any subsequent general election a simple majority of votes cast do not approve such issue, then this section shall terminate on December thirty-first of the calendar year when the last election was held.

[Section 30(d). 1. No state revenues derived from highway users which are to be allocated, distributed or deposited in the state road fund pursuant to either section 30(a) or section 30(b) shall be diverted from the highway purposes and uses specified in subsection 1 of section 30(b). No state revenues derived from highway users which are to be allocated, distributed or deposited in the state road bond fund pursuant to subdivision (3) of subsection 2 of section 30(b) shall be diverted from the highway purposes and uses specified in said subdivision (3).

2. All of the provisions of sections 29, 30(a), 30(b), 30(c) and 30(d) shall be self executing. All of the provisions of sections 29, 30(a), 30(b), 30(c) and 30(d) are severable. If any provision of sections 29, 30(a), 30(b), 30(c) and (30(d) is found by a court of competent jurisdiction to be unconstitutional or unconstitutionally enacted, the remaining provisions of these sections shall be and remain valid.

3. The provisions of sections 29, 30(a), 30(b), 30(c) and 30(d) shall become effective on July 1, 2005.]



Exhibit 3

**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  
owner or partner business name  
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

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

- a United States citizen.  an alien lawfully admitted for permanent residence.

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

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

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

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

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

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

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

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

My commission expires: