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CCO Form: GS  
Approved: 2/15 (AR)

**REQUEST FOR PROPOSALS  
FOR  
ADVERTISING, MARKETING & PUBLIC EDUCATION SERVICES  
RFP # 6-150909LK**

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**LIST OF ACRONYMS**

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

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## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be **received on or before 2:00PM (Central Time), September, 09, 2015**, at the office of the RFP Buyer of Record:

Leann Kottwitz, CPPB  
Senior General Services Specialist  
Missouri Department of Transportation  
Central Office General Services  
830 MoDOT Drive; P.O. Box 270  
Jefferson City, MO 65109  
Email: [Leann.Kottwitz@modot.mo.gov](mailto:Leann.Kottwitz@modot.mo.gov)

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

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 SUBMITTAL CERTIFICATION BY OFFEROR**

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
  - (A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and
  - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
  - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
  - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

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

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

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

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

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

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

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

\_\_\_\_\_

**SECTION 1:  
GENERAL DESCRIPTION AND BACKGROUND**

**(A) Request for Proposal:** This document constitutes a RFP from qualified organizations to provide *Advertising, Marketing & Public Education Services* as set forth in this RFP.

1. The MHTC does not guarantee any amount of usage of the contract. The contractor shall understand the contract shall be available for use on an as needed, when needed basis.

2. The contractor must be operating as a full-service advertising/marketing/public relations agency developing creative strategies as well performing statewide media placement and billings.

3. The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the MHTC.

**(B) Background:** MHTC and MoDOT have various Districts, Divisions and offices that often are required to provide the public with education and information on the services and programs provided by MoDOT. To achieve the stated goal, MHTC and MoDOT are seeking qualified firms to provide advertising, marketing and public education and awareness services. It is the intent of this RFP to have the successful Offeror(s) enter into a Service Agreement with MHTC (hereinafter “**Resulting Agreement**”), to supply *Advertising, Marketing & Public Education Services* as outlined herein. The Resulting Agreement shall not be construed as an exclusive arrangement and if it is in the best interest of the MHTC, similar or alternate services may be obtained elsewhere.

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member Commission appointed by the Governor. The Central Office provides oversight and support to seven (7) geographical districts primarily responsible for delivery of MoDOT’s mission and tangible results.

Each district contains approximately fifteen percent (15%) of the total road mileage in the state highway system. MoDOT employs approximately 5,100 full-time employees. About eighty percent (80%) of those employees work in the seven (7) districts with the remainder working in the various divisions with the Central Office facility.

**(C) Contract Period:** The Contract Period for the performance of the services described in this RFP is from the date of the fully executed Resulting Agreement through the June 30, 2016. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to **SECTION 6: PRICING PAGE** of this RFP.

**(D) Renewal of Contract:** The MHTC may elect to renew this contract. A renewal will be in accordance with the terms and conditions of the original contract and shall be limited to four (4), twelve month periods, or any portion therein.

1. If the option for renewal is exercised by the MHTC, the contractor shall agree that the amounts for the renewal period shall not exceed the maximum percentages for the applicable renewal period stated on the Pricing Page of the contract.

2. If renewal percentages are not provided, then amounts during renewal periods shall be the same as during the original contract period.

3. The MHTC does not automatically exercise its option for renewal based upon the maximum percent and reserves the right to offer or to request renewal of the contract at an amount less than the maximum percent stated.

**(E) Schedule of Events:** Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
<u>08/13/15</u>	Issue RFP and Advertise intent to solicit proposals.
<u>08/21/15</u>	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
<u>08/28/15</u>	Issuance of Amendment with resolution of any questions submitted. <a href="http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm">http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm</a>
<u>09/09/15 2:00 PM Central Time</u>	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

**(F) Property of the MHTC:**

1. The contractor shall agree and understand that any and all of the following property and/or work products, which are developed or acquired by the contractor per the contract, shall become the property of the MHTC, which shall include all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the MHTC, unless prior approval is received by the MHTC for single use or other restricted use. Original designs for the MHTC are exclusive property of the MHTC. No complete design (or art) or any part of a design (or art) can be used by the contractor in the production of products for another client without the prior written consent of the MHTC.

- a. All scripts, exhibits, film negatives, artwork (original and camera ready, including any font modifications or artwork manipulation), design features, copy, graphics, and concepts,
- b. All programs, plans, materials, documents, reports, materials, and recommendations, etc.
- c. Releases from any and all talent involved in the advertising;
- d. All video and audio tapes, including duplicate and outtakes; and
- e. All photography, with the exception of stock photography, required to complete approved assignments including non-published photography.

2. The MHTC shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment

of such royalties, fees, etc. and (2) the MHTC agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.

3. The MHTC understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or graphic/creative software tools, etc.) developed or acquired by the contractor necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights. Any web site programming and source codes developed specifically pursuant to the contract shall be the property of MHTC.

**(G) Inventions, Patents, and Copyrights:**

1. If any copyrighted material is developed as a result of the contract, the MHTC shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use the work for state agency purposes or the purpose of the MHTC.

2. The contractor shall obtain copyrights and register all logos, commercials, etc. in the name of the MHTC as instructed and approved by the MHTC. The contractor must submit all final paperwork related thereto to the MHTC.

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

**SECTION 2:  
SCOPE OF WORK AND SPECIFIC SERVICES**

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

1. Advertising services, including creation preparation and placement of advertising in various media,
2. Media services, including photography and video production
3. Public relations services,
4. Public information/education services, including media training and software instruction for MoDOT employees.
5. Outreach services,
6. Sponsorship services,
7. Web production,
8. Direct marketing.

**(B) Specific Services:** The Successful Offeror(s) agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

1. For each service request, the Successful Offeror(s) will provide the MHTC an activity plan for meeting the goals and objectives of the specified project.
  - a. The activity plan must include, at a minimum, the following information:

- i. The contractor's proposed appropriate mix of activities,
- ii. The contractor's approach for performance and completion of activities including timeframes, deliverables, and the level of effort needed by the contractor, the MHTC, and any other designated parties for all planned activities,
- iii. A *detailed line item budget* specifically itemizing each activity and the costs and expenses associated with each activity using the hourly prices and percentages specified on the Pricing Page,
- iv. A description of how the services and the mix of activities will meet the goals of the MHTC, and
- v. A description of how results will be measured, what evaluation measures will be used, and the plan for analyzing the outcome data for the campaign to determine its effectiveness in meeting the MHTC's goals.

b. Approval of the activity plan will either be provided as a Notice to Proceed or issuance of a Purchase Order. Any required changes to the activity plan must be approved in advance by the MHTC.

c. After final approval of the activity plan, the Successful Offeror shall execute, operate, and satisfy all requirements of the approved activity plan.

2. The Successful Offeror shall provide the MHTC a project progress report. The progress report shall be in a format and duration approved by the MHTC. The project progress report should outline the following information:

- a. The specific accomplishments achieved during the reporting period,
- b. The specific activities and projects completed pursuant to the provision of the activity plan and the completion dates of such tasks,
- c. The specific planned activities for the next reporting period, and an itemized list of anticipated expenditures and costs for such activities and projects,
- d. The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the activity plan,
- e. A specific editorial and public relations evaluation which must include publication profiles, tear sheets, and clippings, as appropriate.
- f. Any other pertinent information and accomplishments from the reporting period.

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

1. Media Planning and Placement/Purchases

a. The Successful Offeror shall order space, time, or other approved media and endeavor to secure the most advantageous rates available.

b. The Successful Offeror shall negotiate for the lowest possible rate on any media purchase and must include negotiated maximum added value/promotional opportunities and bonus spots (if available) with appropriate written information and evaluation for MHTC approval.

c. The Successful Offeror shall not represent itself to be acting as an agent of the MHTC. The Successful Offeror shall inform each media representative supplying space, time, or other advertising means they are not acting as an agent for the MHTC and the Successful Offeror shall be solely liable for payment to the media representative.

d. The Successful Offeror shall provide appropriate traffic instructions to each media entity.

e. The Successful Offeror is responsible for providing media messages in the required form with instructions for the fulfillment of the advertising order, check and verify instructions, displays, broadcasts to be utilized, to such a degree as normally performed by advertising/marketing agencies and as regarded as good practice. The Successful Offeror shall ensure there are no typographical errors or omissions in the final advertisements.

f. The Successful Offeror shall audit and verify the accuracy of all invoices from media outlets to ensure all advertisements were run and correctly billed. For advertisements not run as requested, the Successful Offeror shall schedule either a make good or shall give credit. The Successful Offeror must maintain and keep all records regarding make goods and credits.

g. The Successful Offeror must provide copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.

h. The Successful Offeror shall regularly evaluate media buys, markets, stations, programming and/or daypart, time period rating points, costs, etc. and provide any evaluation with recommendations to the MHTC as deemed appropriate.

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

3. Work Products/Materials – If required, Successful Offeror shall provide a copy of all finished products or material created, produced, or designed for use under the terms of the Resulting Agreement, including text, graphics, or other material or products in an MHTC approved format.

4. Media Production – If required, the Successful Offeror shall either provide or sub-contract to provide the services required for production of final form approved advertisements as follows:

a. The Successful Offeror shall submit at least three (3) written estimates for television and/or radio media production for approval.

b. The estimates must include all production costs which may include but are not limited to media production fees, director recommendations, pre and post production costs, studio time, sound effects, talent fees, audio/music fees, film/music transfer, etcetera.

c. The Successful Offeror shall oversee talent payments/invoices and paperwork necessary for all actors/talent used in MHTC productions. The Successful Offeror shall obtain MHTC approval and make recommendations for all continued use/holding fees.

5. Promotional/Collateral Material Production, Printing, Distribution and Fulfillment – If required, the Successful Offeror shall distribute brochures, posters, informational mailings and other similar marketing materials.

6. Public Relations, Image Building Activities, Editorials, Internet Marketing, and Publicity – If required, the Successful Offeror shall perform public relations activities designed to assist in reaching the MHTC goals. This may include written editorials and news releases; internet or electronic marketing and other image building activities.

7. Research and Market Analysis – If required, the Successful Offeror shall employ research techniques to measure (1) the impact and effectiveness of messages, creative designs, and/or media placement, (2) the opinions of target audience members, and (3) decision trends. This could include but is not limited to gathering public input through the use of forums, phone or surveys and other standard research and market analysis methods.

**(D) Invoicing and Payment:**

1. General Terms: The MHTC does not make advance payments. The Successful Offeror must ensure that all services have been provided prior to submitting an invoice for payment/reimbursement.

a. On the face of all invoices, the Successful Offeror must identify the project by name, the associated product, description of each expenditure, approved job number, dates and all charges associated with the expense, along with appropriate attached estimates.

b. For all advertisement insertions included on the invoice, the Successful Offeror must submit tear sheets, publishers' affidavit of publication or broadcast, and/or electronic equivalent noted with the date of publications.

2. Performance of services: The Successful Offeror shall only be paid and reimbursed after the successful completion of all the Successful Offeror's responsibilities related to invoiced services; and after receipt of an itemized invoice and all required reports for services actually provided; and only for services and expenses approved in the activity plan and detailed budget or as a specific amount for required services; and as otherwise set forth below.

a. Media Planning and Placement/Purchases: MHTC will pay the authorized net media costs and applicable Successful Offeror fees or percentages of net cost as presented in the response to this RFP. The Successful Offeror shall not receive any additional per hour payments for personnel services nor shall include any fees, charges, or hidden commissions of any type or nature

b. Creative Services, Media Production, and other Promotional/Collateral Material Production, Printing, Distribution, and Fulfillment - The MHTC shall pay the Successful Offeror approved actual costs incurred by the Successful Offeror in the production of media advertisements. The actual cost may include, but not necessarily be limited to subcontracting charges and fees including talent costs, music/jingles/tunes/lyrics costs, video/audio/production costs, personnel, royalties, special fees, rights, property/scenery/materials, haulage, audio/visual studios, stages, tele-transcriptions, artwork, photography, photostats, etc. Actual cost may also include the number of hours of creative services, media production services, and other promotional/collateral material production,

printing, distribution and fulfillment services performed by the Successful Offeror's personnel at the firm fixed price per hour stated on the pricing page.

c. For all other services - The Successful Offeror shall be paid only the approved actual cost incurred. No additional commission, fee, etc. shall be paid. Such services may include activity plan development, fulfillment services, image building activities, editorials, publicity, marketing activities, research, market analysis, POS or collateral material production services, and/or any other services included by the Successful Offeror in the activity plan.

3. Contractor's personnel Service: Services performed by Successful Offeror's personnel must be outlined in the activity plan. Invoices must include the firm, fixed, per hour prices shown on the pricing page for each personnel classification. Indirect, support and supervisory personnel hours shall not be invoiced nor paid, unless such personnel provide a direct service identified in the approved activity plan. Hourly personnel are not paid for travel time unless specifically approved as a part of the project.

4. Reimbursement for Specific Expenses –

a. MHTC will reimburse the Successful Offeror for delivery charges, including, but not limited to: Postage charges, overnight charges, copying, etc., from the Successful Offeror to suppliers, publishers or broadcasters. In addition, all delivery charges for point-of-sale delivery from the printer to the MHTC offices as well as for the distribution of final-form advertisements to media outlets and if applicable printed POS.

b. MHTC will reimburse the Successful Offeror for postage required for direct mail advertisement, brochures, letters, etc, to the general public or a specialized market group as identified in the approved activity plan.

c. MHTC will reimburse the Successful Offeror for actual and reasonable travel and travel related expenses pursuant to the Contiguous US Per Diem Rates (CONUS) and allowed by the approved activity plan.

d. MHTC will reimburse long distance telephone, facsimile and telegram expenses when such expenses are required to complete a specific project and are included in the approved activity plan.

e. In the event the Successful Offeror is required to obtain a copyright and/or register a logo, etc. in the name of the MHTC, the Successful Offeror shall be paid the actual net cost associated with obtaining such copyrights and registrations included in the approved activity plan.

5. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Successful Offeror. The Successful Offeror shall understand that the MHTC utilizing the Successful Offeror's services shall be solely responsible for payment for only those services approved in the activity plan as evidenced by the issuance of a Notice to Proceed or Purchase Order.

### **SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION**

**(A) Required Elements of Proposal:** Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror's proposal must be divided into sections corresponding to the list of elements described below.

**1. Method of Performance, Including Facilities and Resources:** Proposals will be subjectively evaluated based on the Offeror's methodology for performing the requirements of the RFP as well as the Offeror's available facilities and resources.

a. Description of Proposed Services - Exhibit 5 is provided for the Offeror's use in providing information about the proposed method of performance.

b. Methodology to be used.

c. Formatting: In addition to Exhibit 5, the Offeror may also respond to the provisions in the RFP and Resulting Agreement by: (1) identifying each specific paragraph and subparagraph of the RFP by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the Offeror's understanding of the requirements and ability and methodology to successfully perform.

**2. Experience, Expertise and Reliability.** Information presented in this section should highlight the Offeror(s)' previous experience, as well as any related work with other state agencies or local governments in Missouri. The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP as noted on Exhibit 3. The MHTC will also consider any additional information the Offeror believes will be beneficial to the MHTC in evaluating the Offeror's qualifications.

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

**3. Performance capacity and capability of the Offeror to meet a project schedule.** This section should also include the following elements:

a. Current or projected workload; ability and capacity to perform the services in a timely manner.

b.

c. Innovative ideas/approaches.

d. Cost savings ideas/methods.

**4. Personnel.** This section should include information only on the individuals who will perform work on this project. Please refer to Exhibit 4 for information to include in your submittal. This information includes, but is not limited to:

a. Listing of the individuals or sub-consultants to be utilized for a specific discipline.

b. Details of qualifications of the individuals and sub-consultants to be assigned to the project to include:

c. Individuals or subconsultant resume, background and training, business and professional, academic affiliations. If subconsultants are to be utilized, their experience and credentials must be presented and the methods by which these subconsultants will participate in the process should be stated.

d. An outline of the proposed function of each individual in the proposed engagement.

- e. Each individual's office location.
- f. Each individual's current project assignments.

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

- a. The client's name, address, telephone number and fax number;
- b. A brief description of work satisfactorily completed with location;
- c. Dates of contracts;
- d. Names and addresses of owners, and
- e. Name of contact person.

**6. Overall Clarity and Quality of Proposal.** The Offeror is encouraged to detail other information that the Offeror may deem to be advantageous to demonstrate understanding and approach to the work.

**(B) Submission of Proposals:** Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. The MHTC may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the MHTC in accordance with the terms and conditions contained therein.

**1. Proposal Format:** The Offeror's submittal must include one (1) original hardcopy document. Three (3) electronic copies of the proposal are desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

**2. Signatures:** 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.

**3. Pricing:** The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices listed on **SECTION 6: PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

A. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

4. **Proposal Life:** The Offerors must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5. **Submission of All Information Required:** The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

6. **Public Inspection:** The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

7. **Clarification of Requirements:** It shall be the Offerors' responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

A. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (E) Schedule of Events**.

B. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information

related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

**8. Interview Conference:** After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror’s personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

**9. Official Position of MHTC:** Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

**SECTION 4:  
EVALUATION FACTORS AND PROCESS:**

**(A) Evaluation Factors:** The following factors shall be considered in the evaluation of the proposals:

**1. Evaluation Criteria:** 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 and maximum points per each criterion:

<b>Evaluation Criterion Description</b>	<b>Maximum Points</b>
<b>Method of Performance, Including Facilities and Resources</b>	<b>20</b>
<b>Experience, Expertise, and Reliability.</b>	<b>20</b>
<b>Performance capacity and capability of the Offeror to meet a project</b>	<b>20</b>
<b>Personnel</b>	<b>20</b>
<b>Recommendations from references.</b>	<b>5</b>
<b>Overall Clarity and Quality of Proposal.</b>	<b>5</b>
<b>Pricing</b>	<b>10</b>

**2. Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

**3. Responsibility to Submit Information:** Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC 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.

**(B) Proposal Review/Evaluation:** MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

**(C) Award Process: Multiple Awards:** The MHTC reserves the right to make awards that are in the best interests of the MHTC. ***Please note:*** It is the intent of the MHTC to utilize the services of the contractor under an agreement on an as needed, when needed basis. Agreement awards may include, but not necessarily be limited to, the following award structures.

a. Issuance of a single agreement for all required services as outlined in this RFP, or Issuance of multiple agreements, for any specifically identified services and/or all services as outlined in this RFP. Further, multiple awards may also be issued based on the Firm's specific expertise in various services noted herein.

b. At the time services are needed MHTC will select a Firm which is under contract and if multiple Firms exist for these services MHTC will use the following criteria to select the firm for the services to be performed:

i. Firm's specific expertise/availability to meet the project timeline and fees.

## **SECTION 5: TERMS AND CONDITIONS**

**(A) Agreement Components:** The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

**(B) MHTC's Representative:** Communications Director is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. 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 Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

**(C) Assignment:** The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written

consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

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

**(E) Disputes Under the RFP and Resulting Agreement:** The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

**(F) Successors and Assigns:** The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

**(G) Sole Beneficiary:** The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

**(H) Cancellation of Resulting Agreement:** MHTC may cancel the Resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

**(I) Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

**(J) Status as Independent Contractor:** The successful 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 successful 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.

**(K) Subcontractor:** Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the

performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

**(L) MBE/WBE Participation Encouraged:**

**1. Affirmative Action Program:** 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. Minority Participation Encouraged:** 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 (i.e. 10% MBE and 5% WBE participation).

**3. Offeror's Responsibility Unconditional:** Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

**(M) Nondiscrimination:** The Offerors shall comply with all state and federal statutes applicable to the Offerors 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.*).

**(N) Executive Order:** The Offerors 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. Offeror's Certification:** By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.

**2. Failure to Comply:** 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 reject the Offeror's proposal or, as applicable, 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.

**3. Incorporation of Provisions:** The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful 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.

**(O) 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 any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

**1. Enrollment in Federal Work Authorization Program:** 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 Offeror 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 Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**2. Annual Worker Eligibility Affidavit:** By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as **Exhibit 1**.

**(P) Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the Offeror 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. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as **Exhibit 2**.

**(Q) Requirements to do Business in Missouri:** Out-of-state Offerors must comply with the following requirements to do business in Missouri:

**1. Registration with Secretary of State:** The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

**2. Transient Employer Certificate:** All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

**(R) Law of Missouri to Govern:** This RFP and the Resulting 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 this RFP and, if applicable, the performance of the Agreement.

**(S) Venue:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**(T) Ownership of Records:** All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

**(U) Release to Public/Confidentiality:** No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors 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 Offerors shall notify MHTC immediately of any request for such information.

**(V) Prohibition Against Kickbacks and Gratuities/Nonsolicitation:** Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting Agreement.

**(W) Conflict of Interest:** Each 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 RFP and the Resulting Agreement.

**(X) Audit of Records:** The successful 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. MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

**(Y) Indemnification:** Each 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 submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Agreement.

**(Z) Insurance:** For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers' compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

**1. 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;

**2. 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;

**3. Missouri State Workmen's Compensation:** Policy or equivalent coverage in accordance with state law.

**(AA) Section Headings:** All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

**(BB) Severability:** If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

**(CC) No Adverse Inference:** This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

**SECTION 6:  
PRICING PAGE  
Page 1 of 4**

The Offeror ***must*** complete this Pricing Pages with the prices and percentage applicable for providing services in accordance with the provisions and requirements of this Request for Proposal. Please sign where indicated on the PRICING PAGE 4 of 4 and submit with your other documentation. **Offeror may copy this form to use if additional space is required.**

**PERCENTAGE FEE:**

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

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

**PERSONNEL CLASSIFICATION PRICING:**

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

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

**PRICING PAGES**

**Page 2 of 4**

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

**PRICING PAGES**

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

**PRICING PAGES**

Page 4 of 4

**RENEWAL OPTION PERIODS:**

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

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

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

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

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

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

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





## **EXHIBIT 3**

**Page 1 of 3**

### **OFFEROR INFORMATION**

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

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

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

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

**EXHIBIT 3**

**Page 2 of 3**

**OFFEROR INFORMATION**

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

**EXHIBIT 3**

**Page 3 of 3**

**OFFEROR INFORMATION**

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

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

*~ End of Exhibit 3. ~*

**EXHIBIT 4**

**Page 1 of 1**

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

**EXPERTISE OF PERSONNEL**

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

**EXHIBIT 5**

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**METHOD OF PERFORMANCE**

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

**Proposed Services:**

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

**Facilities:**

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

**Accountability Processes:**

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

**EXHIBIT 5**

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**METHOD OF PERFORMANCE**

**Staffing Plan and Resources**

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

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

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

**Economic Issues**

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

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

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