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REQUEST FOR PROPOSALS (RFP)
TR1007
Light Detection and Ranging (LiDAR) Technology Evaluation

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LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposal (RFP) seeks proposals from qualified organizations, namely private consultants, universities and research organizations (hereinafter, Offeror), to furnish the described services to the Missouri Highways and Transportation Commission (MHTC).

Proposal packages must be submitted electronically, mailed or hand delivered to the Organizational Results Contract Administrator, Missouri Department of Transportation, 2217 St. Mary's Boulevard West, PO Box 270, Jefferson City, Missouri 65109. The proposal may be signed electronically and emailed to Karmen.Stockman@modot.mo.gov. Proposals must be time stamped, postmarked or hand delivered by 4:00 pm CST on **September 30, 2009**. Please reference the project title **"TR1007 Light Detection and Ranging (LiDAR) Technology Evaluation**

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

Printed or Typed Name: _____
Title of Offeror _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____Fax: _____
Electronic Mail Address: _____

The Offeror agrees to provide the services under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

ACCEPTANCE

This proposal is accepted by MHTC.

_____ _____
Name and Title Date

SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND

(A) **Request for Proposal**: This document constitutes a RFP from qualified organizations to provide evaluation of the potential for MoDOT to implement LiDAR or similar technology into MoDOT surveying and photogrammetry operations

(B) **Background:** MoDOT is interested in the potential of implementing the most economical data collection method that meets project requirements. MoDOT seeks to evaluate the potential of Light Detection and Ranging (LiDAR) based mobile mapping technology and other static 3-D scanning technologies for use in mobile, static and photogrammetry operations within the department. The main goal of this research is to evaluate advantages (or disadvantages) of data collected from the LiDAR based mapping technology compared with the data collected from traditional photogrammetric and surveying methods.

(C) **Fiscal Year**: The fiscal year runs from July 1 to June 30.

(D) **Contract Period:** The project contract period will begin the date the agreement is executed by the MHTC and end **September 30, 2010** unless otherwise agreed to by the parties.

(E) RFP Schedule of Events:

The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm, CST. MoDOT reserves the right at its sole discretion to adjust this schedule, as it deems necessary.

Schedule of Events
MoDOT posts the RFP on **August 19, 2009** to the research website: http://www.modot.mo.gov/services/OR/orRFP.htm
Written comments and/or questions must be postmarked and mailed to the Contract Administrator at 2217 St Mary's Blvd., West, PO Box 270, Jefferson City MO 65109 or faxed to 573-526-4324 or submitted electronically to Karmen.Stockman@modot.mo.gov by **September 2, 2009**.
MoDOT will post the responses to written comments and/or questions by **September 16, 2009** on the research website: http://www.modot.mo.gov/services/OR/orRFP.htm.
Deadline for proposal submission is 4 pm CST on **September 30, 2009**. Please see the Introduction section for specific mailing and electronic addresses.
MoDOT will notify the preferred proposal Offeror by **October 14, 2009**.
The proposed contract end date will be **September 30, 2010** unless the parties agree otherwise.

SECTION (2):
SCOPE OF WORK

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

(1) **Research Objectives:** Transportation officials desire to implement the most economical data collection method that meets the project requirements. Recently, Light Detection and Ranging (LiDAR) based mobile mapping technology draws lot of practitioners' attention, and has been recognized as an efficient and economic method for collecting various types of roadway asset data.

This research will assess different types of data collection methods, and provide final recommendations for the most viable data collection method. LiDAR based mapping methods that will be evaluated in this research include:

a) Static Terrestrial LiDAR (3-D Scanning)
b) Mobile Terrestrial LiDAR
c) Airborne LiDAR (If Possible)

The plan is to take an existing an existing 7 mile MoDOT project on Route A, Franklin County from Union to Washington that has all of the field control surveying completed, has been flown, and has been collected using photogrammetric methods. The LiDAR will be used on both mobile based and static Terrestrial to survey the project and produce design data similar to that of the photogrammetric model with associated features. Once completed, the mobile efforts of the project will be used to compare the LiDAR efforts, to the traditional efforts in the following areas:

a) Cost
b) Delivery Time including schedule flexibility
c) Safety
d) Data Quality for roadway design use.

(2) **Project Requirements**: The following are requirements of the Light Detection and Ranging (LiDAR) technologies.

a. Evaluate and present in reports an assessment of the potential of the technologies being implemented into MoDOT processes.

b. Provide a cost evaluation of the equipment, labor and time associated with using this technology versus traditional technologies.

c. Provide a value added analysis of each collection methodology to determine additional data that can be provided as a by-product of each scanning methodology and it's possible value to MoDOT.

d. The study shall also provide an evaluation of the accuracy of the new innovative technology. This is to provide MoDOT with information to assist

with the determination of whether to implement these new technologies into future projects.

(3) **Budget:** The successful Offeror shall provide the research services for a budget no greater than one hundred thousand dollars ($100,000).

(4) **Data provided by MoDOT will include:** Control survey for the project, map showing the project limits, 2D MicroStation drawing of collected planametric features, an orthomoseic of the project, 3D Triangulated model in MicroStation and GEOPAK format of the mapped terrain associated with the project.

(B) **Required Deliverables:** The following deliverables will be required by the successful contractor and be delivered to the MoDOT Technical Liaison, as noted in Section (3), paragraph (A), in electronic format unless otherwise agreed to by the parties:

(1) Quarterly updates as required by federal mandate per MoDOT's annual receipt of federally funded research dollars. These reports shall be submitted to the MoDOT Technical Liaison as noted in Section (3), Paragraph (A):

(2) Reports will be required on a monthly basis to provide for the progress of the project.

(3) A draft final report due no later than **August 31, 2010** unless otherwise agreed to by the parties. The final report should include:

a. A comprehensive literature review in order to provide background information, validate research efforts and impart best practice knowledge.

b. Survey parameters and assessment as noted in Section (2) Paragraph (A) Subsection (1) entitled Research Objectives and Subsection (2) entitled Project Requirements, including but not limited to cost, delivery time, safety evaluation, data quality and accuracy.

c. Thorough evaluation of the LiDAR and 3-D scanning to evaluate the potential for use in MoDOT mobile and static surveying and photogrammetric operations.

d. Thorough evaluation of the LiDAR and 3-D scanning to evaluate the potential for use in MoDOT mobile and static surveying and photogrammetric operations.

e. The research team shall make a formal presentation of findings from final report to MoDOT staff to provide findings of research.

f. Appropriate implementation suggestions based on qualitative and quantitative assessment of the LiDAR and 3-D scanning.

g. All data collected shall meet the requirements of MoDOT's Engineering Policy Guide for Photogrametric and survey data delivery. (epg.modot.mo.gov)

(4) Final report revised with comments from MoDOT technical staff due no later than **September 30, 2010** unless otherwise agreed to by the parties. For sample reports see: http://www.marc.org/transportation/ogl/pilotprojects .htm.

(5) Monthly invoices due no later than the 15th of each month and the final invoice due no later than **October 31, 2010** unless otherwise agreed to by the parties.

(C) **Specific Requirements of the RFP:** The Offeror will provide MoDOT's Contract Administrator a proposed work plan to meet all provisions noted in Section (2), Paragraph (A), adhering to the following specific requirements:

(1) Proposal work plans are limited to ten (10) single spaced pages. The entire proposal must include the scope of work, experience pages (attach Exhibit B), personnel pages and reference listing (attach Exhibit A). Proposals should use a font size of no less than eleven (11) points. Organizational charts and resumes are not included in the ten-page limit.

(2) Offeror must be able to comply with the following proposed schedule of events upon award of contract:

Event	***Receipt Date: (All Dates are subject to change upon agreement of the parties)***
quarterly update	***No later than March 31, 2010***
quarterly update	***No later than June 30, 2010***
Draft Final Report	***No later than August 31, 2010***
Final Report	***No later than September 30, 2010***
Final Invoice	***Received by MoDOT no later than October 31, 2010***

(D) **Administration of Program:** The Offeror will consult MHTC's Contract Administrator, as noted in Section (3) regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3):
AGREEMENT REQUIREMENTS

The following contract provisions shall govern this RFP. The award of this RFP is subject to a post-award negotiated contract or Task Order Form. These same contract provisions are incorporated by reference into the post-award negotiated contract or Task Order Form. If the parties are unable to agree to terms in the post-award contract or Task Order Form, MHTC shall reserve the right to cancel the award of the RFP and contract and further select a different Offeror.

(A) **MHTC's Representatives:** MHTC's representatives may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement.

(1) **Contract Administrator:** MoDOT's Contract Administrator is designated, as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. The Contract Administrator is responsible for directing or negotiating any changes in the terms, conditions or amounts specified in the contract on behalf of MHTC. The Offeror shall fully coordinate its activities for MHTC with those of the designated Contract Administrator. The designated Contract Administrator shall be:

Ms. Karmen Stockman
Organizational Results
Missouri Department of Transportation
2217 St Mary's Blvd., West
Post Office Box 270
Jefferson City, MO 65109

Email: Karmen.Stockman@modot.mo.gov

(2) **Technical Liaison:** MoDOT's Technical Liaison is responsible for technical coordination, oversight and review of performance and deliverables on behalf of MHTC. As the work of the Offeror progresses, the Offeror shall make advice and information on matters covered by the Agreement available to the Technical Liaison throughout the effective period of the Agreement. The designated Technical Liaison shall be:

Mr. Bill Stone
Organizational Results
Missouri Department of Transportation
2217 St Mary's Blvd., West
Post Office Box 270
Jefferson City, MO 65109

Email: William.Stone@modot.mo.gov

(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 Technical Liaison.

(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 Technical Liaison.

(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 Standard Solicitation Provisions and General Terms and Conditions that are attached to this RFP, 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) **DBE/WBE Participation Encouraged:**

(1) Offeror are encouraged to submit copies of existing affirmative action programs, if any. Offeror are also encouraged to directly hire minorities and women as direct employees of the Offeror. MHTC reserves the right to consider the use of minority and female employees when making the award of the Agreement.

(2) Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, sub consultants, 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 Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(1) By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant 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 Consultant 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 Consultant 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 Consultant shall include the provisions of Section 3, Paragraph (I) of this Agreement in every subcontract. The Consultant 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) **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.

(L) **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.

(M) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(N) **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.

(O) **Ownership of Data and Reports:** All documents, data, reports, exhibits, surveys, etc. produced by the Offeror at the direction of MHTC's representatives and information supplied by MHTC's representatives shall remain the property of MHTC.

(P) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representatives except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representatives. The Offeror shall notify MHTC immediately of any request for such information.

(Q) **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.

(R) **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.

(S) **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 representatives, as noted in Section (3), Paragraph (A), 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 representatives, as noted in Section (3), Paragraph (A), shall at all times have the right to audit any and all records pertaining to the services.

(T) **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. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

(U) **Insurance:** Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverage:

(1)	General Liability	Not less than $400,000 for any one person in a single accident or occurrence, and not less than $2,500,000 for all claims arising out of a single occurrence;
(2)	Automobile Liability	Not less than $400,000 for any one person in a single accident or occurrence, and not less than $2,500,000 for all claims arising out of a single occurrence;

(3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

(**V**) **Worker Eligibility**: Section 285.525 and 285.530 RSMo requires business entities to enroll and participate in a *federal work authorization program* in order to be eligible to receive: (1) the award of any state contract or grant in excess of five thousand dollars (**$5,000**); or (2) the provision of state-administered or subsidized tax credit, tax abatement, or loan in any amount (hereinafter, "public benefits"). The worker eligibility affidavit is attached as Exhibit C. Please note this affidavit is required only upon award of the contract.

SECTION (4):
PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS: Proposal work plans are limited to ten (10) single spaced pages. The entire proposal must include the scope of work, experience pages, personnel pages, and reference listing. Proposals should use a font size of no less than eleven (11). Organizational charts and resumes are not included in the ten-page limit.

(1) Signature: Proposals should be signed and returned (with necessary attachments) to the Contract Administrator as provided in this RFP, Section (3), Paragraph (A). Specifically, any form containing a signature line in this RFP and any amendments, etc., must be either electronically or 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 Section (4), 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 post contract award, 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 can be submitted either in electronic or written format and directed to the Contract Administrator at Karmen.Stockman@modot.mo.gov or Missouri Department of Transportation, 2217 St. Mary's Blvd., West, PO Box, Jefferson City Missouri 65109 or fax (573) 526-4324. These items should be postmarked, emailed or faxed no later than February 27, 2009.

(B) REQUIRED ELEMENTS OF PROPOSAL

(1) Work Plan: The proposal must include a work plan to accomplish the Scope of Work as outlined in Section Two (2).

(2) Experience: The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies that the Offeror has served or currently serves. The description should also include the curriculum vitae of the principal investigator, which could include:

a. Education

b. A selection of articles relating to the applicable subject matter published in scholarly journals.

c. A selection of salaried, contract, or extension projects performed relating to the applicable subject matter that demonstrates the principal investigator's expertise. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP:

i. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;

ii. Dates of the service/contract; and

iii. A brief, written description of the specific prior services performed and requirements thereof.

iv. The above information may be shown on the form attached as Exhibit A "Prior Experience" to this RFP or in a similar manner.

(3) **Personnel:** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the Offeror's previous experience, as well as any work with other state agencies or local governments in Missouri. The Offeror must furnish a complete listing of each subconsultant, if any, and complete contact information for that subconsultant. The Offeror may utilize Attachment B "Personnel Expertise Summary" for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

a. Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

b. If personnel are not yet hired, the Offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled.

c. The Offeror should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the Offeror's profession. If not submitted with the proposal, MoDOT reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

(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:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. All awards will be made by a qualification-based process. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

a. Research problem is understood and expressed clearly in the response.

b. The proposed approach appears feasible in solving the problem.

i. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method, or manner in which the Offeror proposes to satisfy these requirements. The method by which the proposed method of performance is written is left to the discretion of the Offeror.

ii. The following method is recommended, but not required: Identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

iii. The proposal is clear, well written and results in a sense of confidence that the Offeror could complete the task. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

c. Experience, reliability and expertise of personnel

i. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

ii. The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed

information related to the experience and qualifications, including education and training, of proposed personnel.

d. Previous performance of the personnel and or organization

(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 representatives are 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.

SECTION (5): EXHIBITS

Attach as many sheets as necessary

EXHIBIT A

PRIOR EXPERIENCE

1) Prior Services Performed:

Company Name:

Address:

Contact Name:

Telephone Number

Description of Services: (include dates):

2) Prior Services Performed:

Company Name:

Address:

Contact Name:

Telephone Number

Description of Services: (include dates):

EXHIBIT B

PERSONNEL EXPERTISE SUMMARY

Attach resumes for key personnel as well as
licenses and certifications *for all* proposed personnel.

Personnel	Background and Expertise of Personnel
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	

EXHIBIT C: To be complete upon contract award

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF $5,000

(for joint ventures, a separate affidavit is required for each business entity)

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 a person whose name is subscribed to this affidavit, 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 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

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

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

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

I am aware and recognize that, unless certain contract and affidavit conditions are

satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

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

_____

Affiant Signature

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

_____

Notary Public

My commission expires:

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