

Missouri
Department
of Transportation



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Kevin Keith, Director

March 22, 2011

Dear Research Partner:

The Missouri Highways and Transportation Commission requests proposals from qualified organizations—namely private consultants, universities, and research organizations—to furnish services as described in the following request for proposal to be coordinated by the Organizational Results (OR) Division.

Please submit a proposal for the TRyy1131 entitled, “Accelerating Maintenance Innovation Implementation and Technology Transfer Across State Boundaries Pooled Fund TPF-5(239)” For purposes of this proposal this project will be known as “Implementing Maintenance Innovations from State to State” (IMISS). Your submittal must include a project plan, the proposed project team and its background, and any related projects now active or recently completed by your organization.

The selection committee will make its choice based on staff qualifications, cost proposals and other relevant factors. A “not to exceed” budget amount is included to assist with the required scope.

Please deliver all proposals to the OR Contract Administrator indicated in the attachment by **April 25, 2011**. More information about project contracting in general can be found at: www.modot.mo.gov/services/OR/orRFP.htm.

Sincerely,

Mara Campbell
Organizational Results Director

CCO Form: OR GS14
Approved: 02/06 (AR)
Revised: 12/10 (AR)
Modified:

**REQUEST FOR PROPOSALS
IMPLEMENTING MAINTENANCE INNOVATIONS FROM STATE
TRyy1131**

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LIST OF ACRONYMS

FHWA	Federal Highway Administration
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
AGENCY	Missouri Department of Transportation
AASHTO	American Association of State Highway and Transportation Officials
IMISS	Implementing Maintenance Innovations from State to State pooled fund project
DOT	Department of Transportation

INTRODUCTION

This Request for Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

Name and Title

Date

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

(A) Request for Proposal: This document constitutes an RFP from qualified organizations to conduct the TRyy1131 Implementing Maintenance Innovations from State to State (IMISS) pooled fund project for the MHTC and Missouri Department of Transportation (MoDOT).

(B) Background: IMISS is an open and practical application of highway maintenance practices aimed to meet the needs of roadway maintenance agencies in the U.S. and around the world. State department of transportation's (DOTs) will make an annual commitment to IMISS. The project funds cover administrative management, website development, marketing materials and travel to Technical Advisory Committee (TAC) meetings.

Increasingly, DOTs are challenged to design and build longer life facilities that result in a higher level of user satisfaction for the public. One of the strategies for achieving longer life facilities is to use innovative technologies and practices. In order to foster new technologies and practices, experts from state DOTs, Federal Highway Administration (FHWA), academia and industry must collaborate to identify and examine new and emerging technologies and systems.

The implementation of cost effective research and new technologies is important to change how we do business by improving products and services. Implementation of innovations requires considerable resources (time and money) to integrate the technologies into the day-to-day business practices for DOTs. This project will promote promising ready-to-deploy innovations that can be used by other DOTs and hence save time and money. Communicating successful research products throughout the US is essential for proving research products that can be integrated into DOTs to make a difference.

An ongoing forum is needed to provide broad national leadership that can rapidly address the challenges facing DOTs with the adoption of new technologies. This pooled fund project will assist in promoting successful technology transfer among participating DOTs, in which partner states will contribute and identify their innovations that can be used by other DOTs. The project will increase awareness among participating agencies about promising technologies and will help in the development of marketing plans for these technologies. The project may also help in identifying training classes needed for specific research topics for member DOTs.

(C) Fiscal Year: MoDOT's fiscal year runs from July 1-June 30.

(D) Contract Period: The contract period will run for 2 - 5years.

(E) RFP Schedule: The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. The time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time. MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Date:	Action:
March 22, 2011	MoDOT posts RFP to the website: www.modot.mo.gov/services/OR/orRFP.htm
April 4, 2011	Written comments or questions must be submitted to OR Contract Administrator.
April 11, 2011	MoDOT will post written responses publicly on the website: www.modot.mo.gov/services/OR/orRFP.htm
April 25, 2011	Written proposals must be submitted to the OR Contract Administrator.
May 3, 2011	Interview/Presentation date is communicated (if necessary).
May 16, 2011	Interview/Presentations conducted (if necessary).
May 23, 2011	MoDOT will notify submitters about project selection, or if needed about interviews to finalize selection.

(F) Project Schedule: This project will take two (2) years. Depending on circumstances the MHTC has the authority to grant three (3) one year extension.

The following is an estimate of the project timeline or information on key dates within the project, presuming the project starts **July 1, 2011**. Proposals need to include a work plan with a proposed timeline. Alternative timelines will be considered. The project timeline will be finalized during the contracting phase.

Last working day of each quarter: Quarterly updates on work accomplished during the quarter are due on or before the last working day of March, June, September, and December during the course of the project. These quarterly updates shall be submitted electronically to the MoDOT project manager. These updates are the basis for information in the Statewide Planning and Research (SPR) Quarterly Report Organizational Results submits to FHWA at the end of each quarter of the fiscal year.

July 1, 2011: Contract executed.

July 1, 2012: The first report detailing annual activities, accomplishments, and collected statistical data is due for Technical Advisory Committee review.

July 1, 2013: The second annual report is due.

Reporting templates and standard report forms are available from the OR Contract Administrator or the web site: www.modot.org/services/OR/orTemplates.htm.

SECTION (2): SCOPE OF WORK

(A) Services: The successful Offeror shall provide the following services not to exceed \$60,000 annually. Through this pooled fund project, MoDOT plans to work with other state DOTs to establish a program to facilitate the implementation of promising innovations and technologies. This project will provide a forum for DOTs to share maintenance innovations with each other, support technology transfer activities and develop marketing and deployment plans for the implementation of selected innovations. Resources will be provided for implementing the innovations including travel, training and other technology transfer activities.

It is anticipated that this consortium would become the national forum for state involvement in the technical exchange needed for collaboration and new initiatives, and be a forum for advancing the application and benefit of research technologies. State participation in this process will be through the pooled fund. FHWA, industry and others will be invited to participate in the project discussions and activities.

Workshops could be provided for the states participating in the pooled fund project. This project will help DOTs to save time and money by not investing in the same research that has already been performed by other state DOTs. Hence rather than having each DOT identify and implement research separately, DOTs can work collectively through this pooled fund project. The MoDOT will serve as the lead state for the execution of the pooled fund project described in this proposal.

In general the Offeror will be tasked with the following:

1. Pooled Fund Administrator to support the efforts of the Pooled Fund membership,
2. Primary contact for communication for members,
3. Schedule, coordinate and facilitate member meetings,
4. Prepare agendas and minutes to member meetings,
5. Develop and maintain pooled fund website,
6. Provide outreach marketing materials for innovations,
7. Prepare Quarterly Progress Reports,
8. Reimburse members for expenses to attend meetings, and
9. Other activities as requested.

Official project details as solicited and approved can be found at:
<http://www.pooledfund.org/projectdetails.asp?id=468&status=4>

(B) Specific Requirements: The Offeror will provide to Organizational Results an electronic copy – of a program proposal which will help bring the project to its successful completion.

The following requirements are expected to be fulfilled by the Offeror:

1. Serve as primary contact for the IMISS Project and its sponsors (State DOT's), partner organizations, Technical Advisory Committee members, prospective and selected investigators, and others.
2. Develop, host, maintain, post notices to, and update, as needed, the IMISS Project website.
3. Monitor partner State financial commitments and assure obligation forms are received by FHWA from partners.
4. Establish and maintain regular communication with Technical Advisory Committee members via e-mail, phone and meetings.
5. Schedule and coordinate meetings and teleconferences of the Technical Advisory Committee. It is estimated that this will require 4-5 teleconferences and 2 face-to-face meetings annually. The location of the face-to-face meetings may vary between IMISS member agencies. Pre-approved travel expenses due to meetings for the Technical Advisory Committee will be reimbursed at the State of Missouri rates for employee travel.
6. Prepare and distribute meeting agendas, minutes and other materials needed to conduct Technical Advisory Committee business.
7. Prepare and develop work statements for each project under the direction of the Technical Advisory Committee.
8. Coordinate the development, advertising and review of RFPs and proposals for individual projects with the Technical Advisory Committee members.
9. Facilitate evaluation of proposals and issuance of investigator contracts through the contract administrator's standard purchasing processes.
10. Track and report on (via posting to IMISS Project web site) all aspects of ongoing projects based on investigator quarterly reports and other milestones.
11. Receive and coordinate review, approval and payment of reimbursement requests from investigators and Technical Advisory Committee members.
12. Receive and distribute (via web posting and other means as needed) interim and final projects and other deliverables.
13. Prepare marketing, presentation and training materials for selected projects identified by Technical Advisory Committee members.
14. Track and report on implementation of required activities.
15. Support other Technical Advisory Committee activities as needed.
16. Total support of all activities listed above; estimated to be between 15 and 20 hours per week. Depending on the status of projects, some weeks may require significantly less

time while others may require significantly more. The Offeror will be responsible for office space and resources (paper, office supplies, telephone, computer, web service, copiers, etc.) necessary to conduct its required activities.

17. Proposal solutions will be scored based on their value to the Technical Advisory Committee. Proposers are encouraged to submit solutions that are implementable, usable, and affordable, as well as transferable to future Contractors, should a future contract be awarded to someone else.
18. Outline the approach your team will take to address the contract requirements, including any innovative project approach that is most efficient and economical for the IMISS member agencies.

(C) Special Notes: Skills looked on favorably include: a proven track record of excellence; knowledge of the transportation industry and the Pooled Fund process; web development experience; an ability to produce reports, the ability to bargain collectively with vendors for information products; and knowledge of marketing of innovative products.

The project budget is not to exceed \$60,000 per year, which includes all costs incurred by the Offeror as shown on Section (4) Price Page (A) Cost Estimate.

Incidental project related expenses such as travel, office space, materials, administration, marketing, etc. are the responsibility of the contractor.

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

**SECTION (3):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS:

- (1) **Pricing and Signature:** Proposals must be either hand delivered by close of business; or faxed, emailed, or mailed (with necessary attachments) by midnight, Local Time according to time stamp or postmark; on the due date indicated. 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. Please reference the project title since more than one RFP may be due at one time. **Electronic proposals are encouraged.** They may be faxed or emailed to the OR Contract Administrator:
Karmen.Stockman@modot.mo.gov
573-526-4324

Proposals suitable for duplicating may be submitted by mail or hand delivery to:
Karmen Stockman
Organizational Results
Missouri Department of Transportation
PO Box 270
Jefferson City, Missouri 65102-0270

- (2) **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- (3) **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individuals person(s) or organization(s). Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- (4) **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to the Contract Administrator.

(B) REQUIRED ELEMENTS OF PROPOSAL

- (1) **Experience:** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
- (2) **Personnel:** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in

this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each Sub-Offeror, if any, and complete contact information for that Sub-Offeror.

- (3) **References:** Proposals should indicate the name, title, and telephone number of at least three officials of clients within the past three years.
- (4) **Project Plan:** A narrative style description must be included of how the Offeror will work with MoDOT in order to fulfill project-specific requirements. This section should be no longer than ten (10) pages in length, with a font size no less than 11 points. This length limit does not include forms or resumes attached to the proposal. The project plan shall include all items outlined in Section 2 and recognize the ultimate authority of MoDOT to approve the work plans.

(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. After determining responsiveness, proposals will be evaluated by the agency and stakeholder team with knowledge and backgrounds in relevant areas for this project in accordance with the following criteria:

Proposal Evaluation Criteria	Total	Possible
Expected development and outline of research problem is understood and expressed clearly in the response.		30
The proposed approach to the research problem is feasible.		10
The proposal demonstrates confidence that the offeror is able to complete the task.		15
A qualifications review indicates that the offeror possesses the necessary experience, reliability and organizational expertise.		25
Proposal expenses are competitive and in line with market price.		20
		100

- (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 both MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

- (1) Cost Estimate:** The Offeror must submit a proposed cost estimate for all services defined in the Scope of Work. This estimate must be shown on Section (4), Price Page, of this proposal which must be completed, signed, and returned with the Offeror's proposal. A detailed budget will be developed at a later date (for template see: www.modot.org/services/OR/orTemplates.htm)

**SECTION (4):
PRICE PAGE**

- (A) **Cost Estimate:** The Offeror shall indicate below all cost for providing services in accordance with the provisions and requirements stated herein:

Cost Estimate	
Expenses	Estimated Amount
Salaries	
Benefits	
Operating Expense	
F&A Cost	
Miscellaneous: including travel, office space, materials, administration, marketing, etc. (list-attach additional sheet if needed)	
Total	

**SECTION (5):
AGREEMENT REQUIREMENTS**

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

(A) MHTC's Representative: MoDOT's Organizational Results Director, Mara Campbell is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Organizational Results Division. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Organizational Results Division throughout the effective period.

(B) Release to Public: No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.

(C) Assignment: The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.

(D) Status as Independent Contractor: The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

(E) Components of Agreement: The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

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

(G) MBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) Executive Order: The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

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

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

administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

(L) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

(M) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(N) Law of Missouri to Govern: The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(O) Cancellation: MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(P) Venue: No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its

performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

(Q) Ownership of Reports: All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

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

(S) Nonsolicitation: The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(T) Conflict of Interest: The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(U) Maintain Papers: The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(V) Indemnification: The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) Federal Funding Accountability and Transparency Act of 2006: The (City/County/Grantee) shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

- a. General Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

EXHIBIT A:
ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 20____, before me appeared _____,
Affiant name

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, stated as follows:

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

- I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by 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, the Affiant, 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 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, 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 in _____, _____, the day and year first
above-written. City (or county) State

Notary Public

My commission expires:

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

EXHIBIT B:
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP
(a separate affidavit is required for each owner and general partner)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me appeared

_____, personally known to me or proved to me on the basis of
Affiant name

satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

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

- I am the _____ of _____, which is applying for
Owner or partner Business name

a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

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

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

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

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

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

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

Affiant Signature

Affiant's SSN or Applicable Federal Identification
Number

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

Notary Public

My commission expires: