

Missouri Department of Transportation

Kevin Keith, Director

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November 16, 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 Research Unit of the Construction and Materials Division.

Please submit a proposal for project TRyy1225 entitled, “MoDOT Customer Satisfaction Tracking Surveys”. 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 firm.

The selection committee will make its choice based on the provided criteria. A “not to exceed” budget amount is included to assist with the required scope.

Please deliver all proposals to the Contract Administrator indicated in the attachment by December 2, 2011. More information about project contracting in general can be found at: www.modot.mo.gov/services/OR/orRFP.htm.

Sincerely,



Bill Stone
Research Administrator
Attachment

CCO Form: OR 03
Approved: 04/11 (AR)
Revised:
Modified:

**REQUEST FOR PROPOSALS
MODOT CUSTOMER SATISFACTION TRACKING SURVEYS
TRyy1225**

TABLE OF CONTENTS

INTRODUCTION.....	3
PROPOSAL.....	3
ACCEPTANCE.....	3
SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	4
(A) Request for Proposal	4
(B) Background	4
(C) Fiscal Year	5
(D) Contract Period and Budget	5
(E) RFP Schedule.....	6
(F) Project Schedule.....	6
SECTION (2): SCOPE OF WORK.....	9
(A) Services	9
(B) Specific Requirements	9
(C) Administration of Program	12
SECTION (3): PROPOSAL SUBMISSION INFORMATION.....	13
(A) SUBMISSION OF PROPOSALS.....	13
(1) Pricing and Signature.....	13
(2) Submission of All Data Required	13
(3) Public Inspection.....	13
(4) Clarification of Requirements.....	13
(B) REQUIRED ELEMENTS OF PROPOSAL.....	13
(1) Experience.....	13
(2) Personnel.....	13
(3) References.....	14
(4) Project Plan	14
(C) EVALUATION CRITERIA AND PROCESS	14
(1) Evaluation Factors	14
(2) Historic Information.....	14
(3) Responsibility to Submit Information.....	14
(D) PRICING.....	14

(1) Cost Estimate	14
SECTION (4): PRICE PAGE	15
(A) Cost Estimate	15
SECTION (5): AGREEMENT REQUIREMENTS	16
(A) MHTC’s Representative	16
(B) Release to Public.....	16
(C) Assignment	16
(D) Status as Independent Contractor.....	16
(E) Components of Agreement	16
(F) Amendments	16
(G) MBE/WBE Participation Encouraged	16
(H) Nondiscrimination.....	17
(I) Executive Order	17
(J) Incorporation of Provisions.....	17
(K) Non-employment of Unauthorized Aliens.....	17
(L) Proof of Lawful Presence for Sole Proprietorships and Partnerships.....	18
(M) Bankruptcy	18
(N) Law of Missouri to Govern.....	18
(O) Cancellation	18
(P) Venue	18
(Q) Ownership of Reports	19
(R) Confidentiality	19
(S) Nonsolicitation.....	19
(T) Conflict of Interest	19
(U) Maintain Papers	19
(V) Indemnification	19
(W) Federal Funding Accountability and Transparency Act of 2006.....	20
(X) Insurance.....	20
EXHIBIT A: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT.....	21
EXHIBIT B: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP	22

LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
MSC	Motor Carrier Services

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 TRyy1225 “MoDOT Customer Satisfaction Tracking Surveys” study for the MHTC and Missouri Department of Transportation (MoDOT). This study is to provide an evaluation of the satisfaction from various MoDOT outreach efforts:

- Motor Carrier Services,
- Customer Relations
- Involved Public,
- Partners and
- Right Transportation Solutions.

This proposal will result in a single three-year contract to provide products for these five surveys for the MHTC and the Missouri Department of Transportation (**MoDOT**).

(B) Background:

Motor Carrier Services:

- a. MoDOT Motor Carrier Services is interested in an independent assessment of the percent of satisfied motor carriers through mailed surveys.
- b. Motor Carrier Services has four service areas: Enforcement of Regulations, Over-Size/Overweight (OS/OW) Permits, Operating Authority, and International Fuel Tax Agreement (IFTA)/International Registration Plan (IRP).
- c. MoDOT Motor Carrier Services will provide (by email) Excel spreadsheets of customers updated monthly.
- d. A survey tool has been developed that has been successfully implemented for six full years prior to this contract. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.

Customer Relations:

- a. MoDOT is interested in an independent assessment of satisfaction of those who have contacted MoDOT with general questions. Most of these contacts will have been by phone, although other contacts, such as responses to letters are also of interest.
- b. A survey tool has been developed that has been successfully implemented for one full year prior to this contract. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.

Involved Public:

- a. The Missouri Department of Transportation is interested in an independent assessment of the percent of customers who are satisfied with feedback they received from MoDOT after offering comments.

- b. A survey tool has been developed that has been successfully implemented for six full years prior to this contract. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.
- c. Surveys are distributed upon the completion of key environmental or design milestones for the project. Based on the number of ongoing transportation projects, these milestones take place an estimated 20 to 30 times per quarter and will reflect an average of three meetings.
- d. As these milestones are completed, MoDOT will provide an email list of all meeting attendees. This list is the population to be surveyed.

Partners :

- a. The Missouri Department of Transportation is interested in an independent assessment of all external partners to determine their level of satisfaction with MoDOT.
- b. A survey tool has been developed that has been successfully implemented for one full year prior to this contract. The survey asks for partner rating based upon the interactions during the previous year. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.
- c. A developed survey and e-mail distribution list will be provided containing names and email contact information for survey targets.

Right Transportation Solutions:

- a. The Missouri Department of Transportation is interested in an independent assessment of customers to determine their perceptions toward specific projects. Ultimately answering the question of: “Did MoDOT provide the right transportation solution?” in relation to their local projects.
- b. A survey tool has been developed that has been successfully implemented for four full year prior to this contract. The survey asks for customer ratings based upon the particular projects in their area during a specified time period. You may find an electronic copy of the Tracker at http://www.modot.org/about/general_info/Tracker.htm for details on the measure affected.

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

(D) Contract Period and Budget:

- 1) The project contract period will begin the date the agreement is executed by the MHTC and end May 29, 2015 unless otherwise agreed to by the parties.
- 2) The successful Offeror shall provide the research services for a budget no greater than one hundred eighty thousand dollars (\$180,000) annually or five hundred forty thousand dollars (\$540,000) total for three years of service.

(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:
November 16, 2011	MoDOT posts RFP to the website: www.modot.mo.gov/services/OR/orRFP.htm
November 21, 2011	Written comments or questions must be submitted to Contract Administrator.
November 28, 2011	Any follow-up responses will be posted publicly on the website: www.modot.mo.gov/services/OR/orRFP.htm
December 2, 2011	Written proposals must be submitted to Contract Administrator.
December 9, 2011	MoDOT will notify submitters about project selection, or if needed about interviews to finalize selection.

(F) Project Schedule: The following is an estimate of the project timeline or information on key dates within the project, presuming the project starts December 19, 2011. Proposals need to include a work plan with a proposed timeline. While alternative timelines will be considered, an extension is unlikely. The project timeline will be finalized during the contracting phase.

Motor Carrier Services: Monthly invoices must indicate services by project number

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
MoDOT sends Contractor MCS survey contacts for surveys covering previous month’s clients	First week of each month
Contractor mails dated surveys to MCS survey contacts	Upon receipt
Contractor provides Q1 MCS survey report for MoDOT covering January – March 2012 (draft due one week prior) covering January – March 2013 (draft due one week prior) covering January – March 2014 (draft due one week prior)	July 9, 2012 July 9, 2013 July 9, 2014
Contractor provides Q2 MCS survey report for MoDOT covering April – June 2012 (draft due one week prior) covering April – June 2013 (draft due one week prior) covering April – June 2014 (draft due one week prior)	October 9, 2012 October 9, 2013 October 9, 2014
Contractor provides Q3 MCS survey report for MoDOT covering July – September 2012 (draft due one week prior) covering July – September 2013 (draft due one week prior) covering July – September 2014 (draft due one week prior)	January 7, 2013 January 7, 2014 January 7, 2015
Contractor provides Q4 MCS survey report for MoDOT covering October – December 2012 (draft due one week prior) covering October – December 2013 (draft due one week prior) covering October – December 2014 (draft due one week prior)	April 9, 2013 April 9, 2014 April 9, 2015

Customer Relations: Monthly invoices must indicate services by project number

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
Contractor provides 15 monthly briefing showing results from previous month's calls displaying a minimum of 200 survey responses from the previous month.	Second business week of each month
Contractor provides Q1 CR quarterly survey report for MoDOT covering April – June 2012 (draft due one week prior) covering April – June 2013 (draft due one week prior) covering April – June 2014 (draft due one week prior)	July 10, 2012 July 10, 2013 July 10, 2014
Contractor provides Q2 CR quarterly survey report for MoDOT covering July – September 2012 (draft due one week prior) covering July – September 2013 (draft due one week prior) covering July – September 2014 (draft due one week prior)	October 10, 2012 October 10, 2013 October 10, 2014
Contractor provides Q3 CR quarterly survey report for MoDOT covering October – December 2012 (draft due one week prior) covering October – December 2013 (draft due one week prior) covering October – December 2014 (draft due one week prior)	January 8, 2013 January 8, 2014 January 8, 2015
Contractor provides Q4 CR quarterly survey report for MoDOT covering January – March 2013 (draft due one week prior) covering January – March 2014 (draft due one week prior) covering January – March 2015 (draft due one week prior)	April 10, 2013 April 10, 2014 April 10, 2015
Contractor provides CR Annual survey report for MoDOT covering January – March 2013 (draft due one week prior) covering January – March 2014 (draft due one week prior) covering January – March 2015 (draft due one week prior)	January 16, 2013 January 16, 2014 January 16, 2015

Involved Public: Monthly invoices must indicate services by project number

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
Contractor mails out surveys as meeting attendant contact information is received (estimated average of 3 meetings per quarter)	Upon receipt
Contractor provides 1 st semi-annual IP survey report for MoDOT (Reflecting results from surveys mailed after November 1 and received by the end of May)	June 4, 2012 June 4, 2013 June 4, 2014
Contractor provides 2 nd semi-annual IP survey report for MoDOT (Reflecting results from surveys mailed after May 1 and received by the end of November)	December 3, 2012 December 3, 2013 December 3, 2014

Partners: Monthly invoices must indicate services by project number

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
Contractor and MoDOT finalizes questions for survey	December 10, 2012 December 10, 1013 December 10, 1014
MoDOT provides database of survey recipients to Contractor	December 18, 2012 December 18, 1013 December 18, 1014
Contractor e-mails survey to recipients (with advance notice sent to recipients one week prior and reminder one week after)	January 14, 2013 January 14, 1014 January 14, 1015
Contractor provides Draft PP survey report for MoDOT	March 18, 2013 March 18, 1014 March 18, 1015
Contractor provides Final PP survey report for MoDOT	April 8, 2013 April 8, 2014 April 8, 2015

Right Transportation Solutions: Monthly invoices must indicate services by project number

EVENT	RECEIPT DATE
Contractor receives previous surveys and contacts for this project	Upon selection
MoDOT provides a list of projects and District Contacts to Contractor	August 13, 2012 August 13, 2013 August 13, 2014
Contractor finalizes zip code list with MoDOT District Contacts	August 29, 2012 August 29, 2013 August 29, 2014
Contractor mails survey to recipients within zip code list	Sept-Nov 2012 Sept-Nov 2013 Sept-Nov 2014
Contractor provides RTS survey report for MoDOT	December 17, 2012 December 17, 2013 December 17, 2014

(For report templates and a standard form see:
www.modot.org/services/OR/orTemplates.htm.)

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

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

(1) **Research Objectives:** MHTC is soliciting proposals from qualified organizations, namely private consultants, universities and/or research organizations. MHTC expects this research to provide an evaluation of MoDOT's customers' satisfaction toward specific programs as described in detail below and to be summarized and promptly reported electronically on a schedule listed below.

The project deliverables shall include an implementation value for each individual recommendation. This analysis should provide a real-time comparison of the value resulting from implementation versus the costs of current practice.

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

Motor Carrier Services:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide an evaluation of satisfaction from a random selection of 800 Motor Carrier Services' customers with approximate equal representation among the four service areas (Enforcement, OS/OW, Operating Authority, and IFTA/IRP). MoDOT expects this review to result in quarterly reports summarizing the data received by using the following methodology:

- a. Ascertain customers' overall customer satisfaction and satisfaction with MoDOT's new online registration system for OS/OW permits. Plus, provide participants the opportunity to provide more in-depth feedback through an email address printed on the bottom of the survey.
- b. Guarantee that the same customers will not be surveyed more than once within a six-month period.
- c. The survey is conducted each quarter using a list of customers served within the quarter. The results are reported the following quarter in MoDOT's Tracker. Reports are due in early July; October; January and April each year. The report for January (the quarter that includes customers served in October, November, December) is reported in the April Tracker. The April report (including the months January, February, March) is reported in the July Tracker.
- d. The survey instrument shall be subject to annual adjustments.

Customer Relations:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide an evaluation of satisfaction from individuals who have contacted MoDOT. MoDOT expects this review to result in monthly, quarterly and annual reports providing the data received by using the following methodology:

- a. On the last business day of the month, MoDOT will provide a list of individuals who have contacted MoDOT during the month.
- b. The PI will ensure a minimum of 200 telephone surveys are completed from the list.
- c. The PI tabulates the results and provides a monthly briefing from the previous month's calls to MoDOT.
- d. The PI will also provide a comprehensive report summarizing the quarterly findings in early July; October; January and April each year. The results are reported each quarter in MoDOT's Tracker.
- e. Each calendar year, the PI will summarize the findings in an annual report for the previous calendar year. This report will also look for differences between various groups using the information in the call report databases (for example, if District X has a statistically significant higher overall satisfaction rate than other districts, it would be documented so MoDOT can look to District X for any best practices to be replicated statewide.)

Involved Public:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide an evaluation of satisfaction from all involved public to gauge their satisfaction with feedback they received after offering comments at project related public meetings. MoDOT expects this review to result in a quarterly reports summarizing the data received by using the following methodology:

- a. An average of 1,500 surveys mailed per quarter for a total of up to 6,000 surveys per year.
- b. Along with the survey, a letter to the respondents explaining why they have received a survey and asking for their cooperation. This letter also provides the contact information of the appropriate MoDOT contact in case the respondent's name and address are incorrect or if the respondent has additional questions.
- c. Semi-annual report to MoDOT at the beginning of the month in December and June each year.

Partners:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide an evaluation of satisfaction from MoDOT's partners. MoDOT expects this review to result in an annual report summarizing the data received by using the following methodology:

- a. An assessment of partners' satisfaction using an Internet survey to between 10 and 20 total partner groups once each year in January (with one partner group surveyed in May). Partners are asked to provide feedback on MoDOT's performance in the previous calendar year.
- b. Contact respondents by email once prior to survey to notify that survey will be forthcoming, second e-mail with a link to the online survey, final e-mail to remind.
- c. A draft comprehensive report of the results is due to MoDOT by mid March with the final report due by early April each year and results are reported in the April Tracker.
- d. A supplemental partner group report would be required each June for the partner group surveyed in May.

Right Transportation Solutions:

Research Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals to provide a direct measure of customers' perception toward specific projects using an assessment of customer satisfaction with the transportation solutions. MoDOT expects this review to result in an annual report summarizing the data received by using the following methodology:

- a. Participant identification strategy, data collection plan, and survey prototype.
- b. A survey to address small, medium, large and significant projects – for three completed projects in each of the seven districts.
- c. The survey plan must ensure the safety of all surveyors and participants.
- d. Work with each district contact to identify appropriate survey distribution location for each project and devise a creative distribution process.
- e. Coordinate survey collection.
- f. Annual report to MoDOT on December 15 each year.
- g. Data entry and analysis of survey results in a report to MoDOT.

The Offeror will provide the 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) Proficiency with and access to Microsoft Word, Access and Excel, as well as SPSS, or other statistical programming software that can accommodate surveys.
- (3) Offeror must be able to comply with the proposed schedules of events upon award of contract.

(C) **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, Central Standard 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 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
Construction and Materials
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 in accordance with the following criteria:
 - A. Experience, expertise and reliability;
 - B. Proposed method of performance;
 - C. Cost, fees and expenses;
 - D. Recommendations from references;
 - E. The affirmative action program of the Offeror;
 - F. Overall clarity and quality of proposal; and
 - G. Other preferred attributes.
- (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 (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 Research Administrator, Bill Stone 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 Construction and Materials 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 Construction and Material 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/files/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

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

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

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

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

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

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

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

(R) Confidentiality: The Offeror shall not disclose to third parties confidential factual matters provided 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.

