

*Missouri  
Department  
of Transportation*



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[www.modot.org](http://www.modot.org)

Kevin Keith, Director

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December 22, 2010

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) unit.

Please submit a proposal for the Pooled Fund TPF-5(237) entitled, “Transportation Library Connectivity and Development.” 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, but only staffing and related costs should be provided with your submission. Other expenses will be budgeted for by the project’s Technical Advisory Committee.

Please deliver all proposals to the OR Contract Administrator indicated in the attachment by January 21, 2011. More information about project contracting in general can be found at: [www.modot.mo.gov/services/OR/orRFP.htm](http://www.modot.mo.gov/services/OR/orRFP.htm).

Sincerely,

Mara Campbell  
Organizational Results Director

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

**REQUEST FOR PROPOSALS**  
**TRANSPORTATION LIBRARY CONNECTIVITY AND DEVELOPMENT**  
TPF-5(237), TRyy1127

**TABLE OF CONTENTS**

**INTRODUCTION.....3**

**PROPOSAL.....3**

**ACCEPTANCE.....3**

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

    (A) Request for Proposal .....4

    (B) Background .....4

    (C) Fiscal Year .....4

    (D) Contract Period .....4

    (E) RFP Schedule of Events.....4

    (F) Project Schedule.....5

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

    (A) Services .....6

    (B) Specific Requirements .....7

    (C) Administration of Program .....7

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

**(A) SUBMISSION OF PROPOSALS**

        (1) Pricing and Signature .....8

        (2) Submission of All Data Required .....8

        (3) Public Inspection.....8

        (4) Clarification of Requirements.....8

**(B) REQUIRED ELEMENTS OF PROPOSAL**

        (1) Experience.....8

        (2) Personnel.....9

        (3) References.....9

        (4) Project Plan .....9

**(C) EVALUATION CRITERIA AND PROCESS**

        (1) Evaluation Factors .....9

        (2) Historic Information.....9

        (3) Responsibility to Submit Information.....9

        (4) Preferred Attributes.....9

**(D) PRICING**

(1) Fee Schedule .....10  
(2) Covered Costs .....10

**SECTION (4): AGREEMENT REQUIREMENTS**

(A) MHTC’s Representative .....11  
(B) Release to Public.....11  
(C) Assignment .....11  
(D) Status as Independent Contractor.....11  
(E) Components of Agreement .....11  
(F) Amendments .....11  
(G) MBE/WBE Participation Encouraged .....12  
(H) Nondiscrimination.....12  
(I) Executive Order .....12  
(J) Incorporation of Provision Regarding Executive Order .....12  
(K) Non-employment of Unauthorized Aliens .....12  
(L) Proof of Lawful Presence for Sole Proprietorships and Partnerships .....13  
(M) Bankruptcy.....13  
(N) Law of Missouri to Govern.....13  
(O) Cancellation .....13  
(P) Venue .....13  
(Q) Ownership of Reports .....14  
(R) Confidentiality .....14  
(S) Nonsolicitation.....14  
(T) Conflict of Interest.....14  
(U) Maintain Papers .....14  
(V) Indemnification .....14  
(W) Insurance.....15

**SECTION (5): PRICE PAGE**

(A) Fee Schedule .....16  
(B) Expenses .....16

**EXHIBITS AND ATTACHMENTS .....17**

**LIST OF ACRONYMS**

<b>FHWA</b>	Federal Highway Administration
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>NTKN</b>	National Transportation Knowledge Network
<b>OCLC</b>	Online Computer Library Center
<b>RFP</b>	Request for Proposals
<b>TAC</b>	Technical Advisory Committee
<b>TPF</b>	Transportation Pooled Fund

**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 TPF-5(237) “Transportation Library Connectivity and Development” Pooled Fund Study for the MHTC and Missouri Department of Transportation (**MoDOT**).

**(B) Background:** Traditionally, a small group of libraries has been responsible for providing information service within the transportation community. Yet, today a vast amount of industry information is not collected or posted to the internet without a management plan. User research habits are also changing. Recognizing this, a national effort has been made over the past five years to advocate for the development of improved library and information centers.

As part of this effort, in 2005 a study titled TPF-5(105) “Transportation Library Connectivity” was created through the Federal Highway Administration Pooled Fund Program ([www.pooledfund.org](http://www.pooledfund.org)). Led by the Wisconsin Department of Transportation, this study placed an emphasis on networking, marketing, and institutionalizing best practices among members.

During the operating period of TPF-5(105), several related studies were produced. These included TRB Special Report 284 “Transportation Knowledge Networks: A Management Strategy for the 21<sup>st</sup> Century” and NCHRP Report 643 “Implementing Transportation Knowledge Networks.” TPF-5(105) came to an end in 2010, and members of the community have expressed an interest in the continuation of its work. Recent analysis highlights the need for an improved transportation information infrastructure. Former contributors agree that more work remains to be done.

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

**(D) Contract Period:** The contract period will run for two years with the possibility of three 1-year extensions.

**(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 7:00 am and 4:00 pm, Local 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 bid.

<b>Date:</b>	<b>Action:</b>
Dec. 22, 2010	MoDOT posts RFP to the website: <a href="http://www.modot.mo.gov/services/OR/orRFP.htm">www.modot.mo.gov/services/OR/orRFP.htm</a> .
Jan. 7, 2011	Written comments or questions must be submitted to OR Contract Administrator.
Jan. 14, 2010	MoDOT will post written responses publicly on the website: <a href="http://www.modot.mo.gov/services/OR/orRFP.htm">www.modot.mo.gov/services/OR/orRFP.htm</a> .

Jan. 21, 2010	Written proposals must be submitted to the OR Contract Administrator.
Feb. 11, 2010	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, assuming all extensions are granted, starting April 1, 2011. Proposals need to include a project plan with a proposed timeline. Alternative timelines may be considered. The project timeline will be finalized during the contracting phase.

<b>Date:</b>	<b>Action:</b>
Last working day of each quarter	Quarterly updates on work accomplished during the quarter are due on or before the last working day of any March, June, September, and December during the course of the project.
April 1, 2012	The first report detailing annual activities, accomplishments, and collected statistical data is due for review.
April 1, 2013	The second annual report is due. *
April 1, 2014	The third an annual report is due. *
April 1, 2015	The fourth, and final, annual report is due. *
February 1, 2016	A draft final report is due. One or more revisions should be anticipated. The final report must have the standard documentation form completed and should have sections consistent with the typical research report. It must cover all previous years. (For report templates and a standard form see: <a href="http://www.modot.org/services/OR/orTemplates.htm">www.modot.org/services/OR/orTemplates.htm</a> .) *
March 1, 2016	Review of drafts will be completed. The time between review and next due date is to allow for final changes and formatting. *
April 1, 2016	A completed final version is due. Additional time between this due date and the end of the contract is to complete any final corrections. Thus, it is important to complete the finals by this due date instead of by the end of the contract. *
May 1, 2016	Final invoice is due. *
May 15, 2016	Contract ends. *

\* For clarification, this project will take a minimum of 2 years. Thanks to budget considerations, the TAC and MoDOT have authority to move a final report deadline to as early as April 1, 2013. Between this date and April 1, 2016 – depending on circumstances – three 1 year extensions may allow for an adjustable project end date.

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

**(A) Services:** To coordinate the development of transportation libraries through the Pooled Fund Program and extend efforts beyond those of TPF-5(105) “Transportation Library Connectivity,” seven objectives have been determined. The Offeror shall provide administrative and technical service for this new Pooled Fund to:

- i. Provide technical guidance to eligible members, focused on smaller libraries that are served by only one librarian, while emphasizing an increased reliance on self-sustaining networks.
- ii. Promote the value of transportation library and information services through, but not limited to, the following activities:
  - a. Create key information products to demonstrate the value of, and further the contribution of, libraries to the field.
  - b. Deliver presentations to gatherings of DOT administrators, such as meetings of AASHTO and TRB Committees (Highways, Planning, Environment, etc...).
  - c. Share training materials and provide training sessions, with an added marketing component, for library users at member institutions.
- iii. Conduct an annual meeting and workshop, in conjunction with other events, to help members demonstrate the value of library and information services to their customers.
- iv. Develop an interactive content management system (CMS) based project website, including tracking and reporting information, as well as provide limited access to server space.
- v. Collaborate with the National Transportation Library, the AASHTO RAC Task Force on TKNs and other stakeholder groups to enhance communication between transportation librarians, specifically to support their projects as they help implement Transportation Knowledge Networks.
- vi. Pay OCLC and TLCat subscriptions for eligible Pooled Fund members.
- vii. Implement focused research and technology projects, as proposed by members, on an annual basis. Potential projects which have already been identified include:
  - a. Financial, technical, and logistical support for the creation of an NTKN portal website as envisioned in NCHRP Report 643.
  - b. The completion of a return-on-investment case study highlighting the tangible contributions of libraries to research.
  - c. A collaborative cataloging project to expand access to transportation resources, possibly done in conjunction with the National Transportation Knowledge Network, alleviating member time constraints.

- d. Pooled subscriptions for online databases to improve the accessibility of electronic information while reducing access costs to member libraries.
- e. Digitization support for institutions wishing to convert materials to digital formats.

Ultimately, it is intended that the fulfillment of these objectives will build on previous efforts. The completion of these objectives will provide an environment in which it is possible to identify a sustainable arrangement for transportation library connectivity and development. This will be accomplished by the study acting, to a degree, as an organizational consortium.

Official project details as solicited by MoDOT and approved by FHWA can be found at: <http://www.pooledfund.org/projectdetails.asp?id=1271&status=1>.

**(B) Specific Requirements:** The Offeror will provide to Organizational Results five (5) paper copies – or an electronic copy – of a program proposal which will help achieve the preceding objectives. Specifically, the proposal’s focus should be on administrative and technical tasks that will bring TPF-5(237) to its successful completion. Project outlays, which will be managed by the contractor and allocated through an annual work plan, will be provided at a later date.

Additional directives notwithstanding, the selected agency’s proposal must encompass:

- Arranging member meetings and professional development opportunities – including travel arrangements and reimbursement.
- Selecting, coordinating, and facilitating the payment of group OCLC and electronic database subscriptions.
- Providing consulting and technical support to member agencies for library operations.
- Working with champions on special projects to procure *any and all* services necessary for their completion. (refer to objective #7 for examples)

Deliverables will consist of the following: 1) Once per year, the contractor will collect usage statistics from members and combine this with other information from quarterly updates to provide a report for review. 2) Upon the project’s completion, a final study will be produced detailing recommendations which highlight collective purchasing, cost savings and the benefits of – or lessons learned from – coordinated transportation library development. Of particular interest is a national and sustainable model for group collaboration.

**(C) Administration of Program:** The Offeror will consult MHTC's representative and the TAC regarding any problems involved with the administration of the services provided pursuant to this RFP. Ultimate authority (in terms of annual work plans) will fall to members of the TAC with MoDOT acting in the capacity of TPF Lead State.

**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](mailto: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 65109

- 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. 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 and the TAC in order to fulfill project-specific requirements. This section should be no longer than eight (8) pages in length, double-spaced, and in 11 point font. The project plan shall include all items outlined in Section 2 and recognize the ultimate authority of MoDOT and the TAC to approve annual 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 and the TAC 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.
4. **Preferred Attributes:** While administrative experience is valuable, the optimal proposal will include at least one staff member with an American Library Association accredited degree in Library and Information Science. 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, evaluate libraries, and conduct relevant research; the ability to bargain

collectively with vendors for information products; and knowledge of library consortium operations.

**(D) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed, and returned with the Offeror's proposal and is not to exceed \$120,000 per year. A detailed budget will be developed at a later date.
2. **Covered Costs:** All proposals shall *only regard staffing, research, and the costs of project coordination*. Other expenses needed to complete the project will be managed by the contractor but allocated for by MoDOT and the TAC.

**SECTION (4):  
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:** 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 the project TAC and MHTC's representative. 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 project TAC and MHTC representative 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 (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

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

**(K) Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award

of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

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

**SECTION (5):  
PRICE PAGE**

**(A) FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

Any applicable cap on out-of-pocket expense also should be noted.

A. _____ _____	\$ _____
B. _____ _____	\$ _____
C. _____ _____	\$ _____
	\$ _____

**(B) EXPENSES:** List the nature of expenses for which reimbursement would be sought and the estimated amount of such expenses.

Expenses	Estimated Amount
Miscellaneous (list-attach additional sheet if needed)	
Total	

**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)

- |   |  |
|---|--|
| <input type="checkbox"/> a United States citizen. | <input type="checkbox"/> 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: