

Missouri Department of Transportation
Kevin Keith, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

May 29, 2012

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 proposals to be coordinated by the Construction and Materials Research section.

Please submit a proposal for project TRyy1309 entitled, “**Maximizing Transportation Efficiencies and Economic Impact of the Southwest Missouri Foreign Trade Zone**”. 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 Research Administrator indicated in the attachment by **July 2, 2012**. More information about project contracting in general can be found at: www.modot.mo.gov/services/OR/orRFP.htm.

Sincerely,



Bill Stone
Research Administrator

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

REQUEST FOR PROPOSALS
Maximizing Transportation Efficiencies and Economic Impact of the Southwest Missouri
Foreign Trade Zone
TRyy1309

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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
FTZ	Foreign Trade Zone

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 TRyy1309, **Maximizing Transportation Efficiencies and Economic Impact of the Southwest Missouri Foreign Trade Zone** study for the MHTC and Missouri Department of Transportation (MoDOT).

(B) Background: Foreign Trade Zones (FTZs) in the United States provide special customs procedures to U.S. companies, suppliers and manufacturers engaged in international trade-related activities. Duty-free treatment is accorded items that are processed in FTZs and then reexported, and duty payment is deferred on items until they are brought out of the FTZ for sale in the U.S. market. This helps to offset customs advantages available to overseas producers who compete with domestic industry.

There is FTZ #225 in the southwest portion of the State of Missouri. This FTZ incorporates 23 counties and the grantee is the Springfield-Branson National Airport as the hub for this FTZ.

Private and Public Representatives are partnering with MoDOT to look for companies, shippers and manufacturers within those 23 counties that would be interested in participating in the FTZ. Also those locations of these companies, shippers and manufactures will be evaluated to determine what would be the transportation needs within the 23 counties for the FTZ to be successful and promoting economic development. See Figure 1.



Figure 1. Counties Covered by FTZ # 225

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

(D) **Contract Period and Budget:** The contract period is approximately 12 months.

- 1) The project contract period will begin the date the agreement is executed by the MHTC and end July 17, 2013 unless otherwise agreed to by the parties.
- 2) The successful Offeror shall provide the research services for a budget no greater than one hundred fifty thousand dollars (\$150,000). Price will be a consideration during the selection process

(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:
June 1, 2012	MoDOT posts RFP to the website: www.modot.mo.gov/services/OR/orRFP.htm
June 14, 2012	Written comments or questions must be submitted to the Research Administrator.
June 21, 2012	MoDOT will post written responses publicly on the website: www.modot.mo.gov/services/OR/orRFP.htm
July 2, 2012	Written proposals must be submitted to the Research Administrator.
July 20, 2012	MoDOT will notify submitters about project selection, or if needed about interviews to finalize selection.

(F) **Project Schedule:** Project schedule shall be as specified in paragraphs (A) and (B) in Section 2.

SECTION (2): SCOPE OF WORK

(A) Services: Private and Public Representatives are partnering with MoDOT to look for companies, shippers and manufacturers within those 23 counties that would be interested in participating in the FTZ. Also those locations of these companies, shippers and manufactures will be evaluated to determine what would be the transportation needs within the 23 counties for the FTZ to be successful and promoting economic development.

This partnership is seeking professional services to analyze opportunities to bolster the use of this FTZ by identifying potential companies, shippers and manufacturers within this 23 county area to further refine to those eligible and interested in using the FTZ. The objective of this planning project is a comprehensive analysis of FTZ potential economic impacts to specific companies, the region, and Missouri and specific transportation needs to enhance the FTZ in the public interest.

As the sponsoring agency, the Missouri Department of Transportation is a total-transportation agency and is working to assist in the enhancement of economic development for the State of Missouri and in particular for this project within the 23 county areas serviced by the FTZ.

The research and planning team selected for this project will work with the Missouri Economic Research & Information Center (MERIC) to review economic data to identify potential companies that might be interested in participating in the FTZ.

The project will be overseen by the Multimodal Division of MoDOT with the assistance of the department's pertinent divisions, including the district offices, and the transportation planning division. Also involved will be MERIC, Springfield-Branson Airport and the Springfield Chamber of Commerce. There will also be a steering committee formed to help guide the team selected to conduct the study.

Task 1- Identify characteristics for business in FTZ that could see benefit in FTZ status

The selected team will work with MoDOT and the project partners to develop the criteria used to identify the businesses that might be interested in the FTZ status.

Task 2- Identify businesses in 23 counties which may apply for and be granted FTZ subarea status under Springfield FTZ using criteria developed in task 1 and conducting interviews with the companies. The criteria from Task 1 will be used to query Missouri Economic Research & Information Center (MERIC) data to determine which companies fit the criteria. The selected team will work with MoDOT and the project partners to develop an agreed upon set of interview questions for those companies to be interviewed by the selected team. The interview questions will be developed to identify those companies interested in seeking FTZ status and also for those not interested what are the issues keep them from seeking that status.

Based on the criteria agreed upon by the selected team and the steering committee, the selected team will provide a list of companies to begin to target for interview. The

selected team will also make a recommendation on the number of interviews to be conducted that will provide for a successful set of interviews.

The selected team will provide a list of interview questions to be used to further screen and identify potential companies for participation in the southwest FTZ. This list of questions will be discussed with the steering committee prior to interviews. The selected team and steering committee will discuss the questions recommended and develop a final set of questions to be used for the interviews with potential companies.

Task 3 - Analyze the top tier of these companies product supply chain for opportunities to improve efficiency of the transportation element thru improved options to reach international shipping hubs. The selected team shall provide specific recommendation for cost & benefits. Information from the Task 2 interviews will be further analyzed for those companies that are interested. This task will also analyze the transportation issues associated with the FTZ status to analyze and develop potential implementation strategies. It is during this task that the project team will be able to gauge the transportation needs for the FTZ to be successful. The team will be asked to describe how specific bottlenecks and operational issues affect logistics, decisions and costs, and the efficiency of specific industry sectors within the FTZ. The team will also be asked to make recommendations as to invest in private and public stakeholders to make the FTZ successful.

Task 4 - Analyze the economic benefits/costs to FTZ region and Missouri for enhancement of this FTZ. The intent is to quantify the economic benefit to the state if these companies were to join the FTZ and quantify the impact for the companies that join. The project team will also be asked to develop marketing strategies and products for the project partners to use to encourage businesses to get involved with the FTZ. These marketing strategies and products would outline the benefits/costs of being in the southwest FTZ.

(B) Specific Requirements: The following deadlines are an estimate of the project timeline or information on key dates within the project, presuming the project starts by August 1, 2012. 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.

Deliverables:

- From Task 1: The selected team will develop a “white paper” that discusses FTZ benefits to companies, characteristics of companies that benefit from FTZ status, and outlines the general criteria that they recommend to identify potential companies for the Southwest FTZ. This “white paper” will be submitted to the project steering committee for their review. Deliverable due date: **September 15, 2012**
- From Task 2: The selected team will deliver a list of companies to begin targeting for interview, a recommendation for the number of interviews to be conducted, and a list of interview questions to be used to further screen and identify potential companies for participation in the southwest FTZ. This list of questions will be discussed with the steering committee prior to interviews. The selected team and steering committee will

discuss the questions recommended and develop a final set of questions to be used for the interviews with potential companies.

Deliverables due date: **October 15, 2012**

- From Task 3: Provide a summary report(s) based on the task 2 interviews and task 3 analyses. The report should include discussion of the issues keeping eligible companies from seeking FTZ status, transportation issues associated with international trade within the southwest FTZ, list of bottlenecks and operational issues impacting the FTZ eligible companies within the southwest FTZ, identify operations and logistics issues associated with the different modes (rail, air, truck, water), and provide potential supply chain/transportation investment recommendations for private and public organizations to make the southwest FTZ successful. Deliverable due date: **January 15, 2013**
- **Interim presentation:** An interim presentation shall be scheduled near the mid-point of the project to update MoDOT on the progress and the direction of the project. This is in addition to the necessary communication between the Principal Investigator(s) and MoDOT contacts throughout the project. The purpose of the interim presentation is to evaluate the progress and determine if any mid-project corrections are necessary. Deliverable Due date: **January 30, 2013**
- From Task 4: The selected team will develop strategies and products that can be used for marketing investment in the southwest FTZ based on the findings from tasks 1 through 3. These marketing strategies shall include existing marketing opportunities of companies within the southwest FTZ region and also provide what potential emerging markets that may be targeted for future opportunities for the region. The products envisioned are aesthetically similar to the three handouts produced for the Missouri River Freight Corridor Assessment and Development Plan which can be viewed at the following: <http://www.modot.mo.gov/othertransportation/freight/index.htm>. Deliverables due date: **March 15, 2013**

From Task 4: The selected team will develop a report summarizing the economic benefits/costs to FTZ region and Missouri for enhancement of this FTZ. The intent is to quantify the economic benefit or detriment to the state if these companies were to join the FTZ. Deliverables due date: **April 1, 2013**

- A final report documenting and summarizing the activities for the project and a presentation are due at the completion of all tasks.
Draft of the final report due date: **April 15, 2013**
Project presentation due date: **May 15, 2013**
Final report due date: **May 15, 2013**
- **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 that the Research Division submits to FHWA at the end of each quarter of the fiscal year.

- **Final Invoice due: June 17, 2013**
- **Contract End Date: July 17, 2013**

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

(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, 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 Research Administrator:
William.Stone@modot.mo.gov
573-526-4328

Proposals suitable for duplicating may be submitted by mail or hand delivery to:
William Stone
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. The Offeror will provide to Research five (5) paper copies – or an electronic copy – of a program proposal which will help bring the project to its successful completion. 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 Research 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	

- (B) **Detailed Budget:** A detailed budget will be developed at a later date but can be optionally completed in the proposal phase (for template see: www.modot.org/services/OR/orTemplates.htm).

**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 Research section. 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 Research section 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.

