



**Missouri Department of Transportation** 

Patrick K. McKenna, Director

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April 26, 2023

#### 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 Research Unit of the Construction and Materials Division.

Please submit a proposal for project **TR202412** entitled, "**First and Last Mile Connectivity for Missourians.**" 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 submit all proposals to MoDOTResearchRFP@modot.mo.gov indicated in the attachment by **June 14, 2023 10:00 AM (CST)**. More information about project contracting in general can be found at <a href="https://www.modot.org/research-requests-proposal">https://www.modot.org/research-requests-proposal</a>.

Sincerely,

Jen Harper

Research Director

Attachment

CCO Form: CM09

Approved: 04/11 (AR) Revised: 03/20 (BDG)

Modified:

## REQUEST FOR PROPOSALS FIRST AND LAST MILE CONNECTIVITY FOR MISSOURIANS TR202412

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LICTOFA	CDONVMC	
	CRONYMS  Foldowal Highway Administration	
FHWA	Federal Highway Administration Federal Transit Administration	
FTA MHTC		
MoDOT	Missouri Highways and Transportation Commission Missouri Department of Transportation	
RFP	Request for Proposals	
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#### INTRODUCTION

This Request for Proposal (**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:				
Telephone:	F	ax:		
Electronic Mail Address:				
	ACCEPTAN	CE		
This proposal is accepted by MHTC.				
Name and Title		$\overline{ m D}$	ate	

## SECTION (1): GENERAL DESCRIPTION AND BACKGROUND

- (A) Request for Proposal: This document constitutes an RFP from qualified organizations to conduct the TR202412, "First and Last Mile Connectivity for Missourians" study for the MHTC and Missouri Department of Transportation (MoDOT).
- **(B) Background:** In November 2021, Gov. Mike Parson created the Missouri Supply Chain Task Force. This group held meetings across the state to identify supply chain problems facing Missouri businesses and citizens and develop potential solutions to address these challenges. Recommendation 19 in the Task Force's <u>final report</u> focuses on the development of dedicated microtransit programs for employment centers.

"Microtransit services represent an advancement in traditional demand-response transit services, making these services more accessible, flexible and responsive. Demand-response transit services operate flexible routes that are based on riders' specific trip requests. Historically, their routes had to be built several days in advance due to limited service capacity. Microtransit systems use smartphone applications and tech-enabled call centers to schedule trips and build routes in "real-time," giving customers greater flexibility for travel and reduced wait times for pick-up. This type of service can be coordinated with shift changes to central locations and can potentially be accessed at any time of day or night....

Microtransit services have been deployed throughout the country to provide workforce transportation. In early 2022, the University of Wisconsin-Milwaukee and the Southeastern Wisconsin Regional Planning Commission established FlexRide Milwaukee, a microtransit service designed to connect Milwaukee residents to employment centers in the neighboring cities of Menomonee Falls and Butler. This program allows current and prospective employees to request trips from the Milwaukee County Transit System's service area to an area of concentrated jobs. Business organizations and the Waukesha-Ozaukee-Washington Workforce Development Board are working with the FlexRide program to recruit employers and build the number of eligible workplace destinations. The program is funded to run through Fall 2022, at which point the program will be evaluated to determine its success.

The Task Force recommends that MoDOT work with the Missouri Public Transit Association to provide technical assistance and planning support to transit providers for microtransit service planning. Federal funding is also available for planning and implementing microtransit projects through multiple grant programs, including the Federal Transit Administration's Accelerating Innovative Mobility program and the Helping Obtain Prosperity for Everyone program."

The goal of this research project is to: 1) understand how other state departments of transportation and metropolitan planning organizations (MPOs) support first and last mile mobility connections for their workforces; and 2) how MoDOT could utilize those best practices and tie them into the Supply Chain Task Force recommendation.

- **(C) Fiscal Year:** MoDOT's fiscal year runs from July 1 June 30.
- **(D)** Contract Period and Budget: The contract period will run for 15 months. The contract budget must not exceed \$150,000, as stipulated in Section (2)(A). A cost estimate shall be submitted as part of the proposals (see Section (3)(D)) and will be considered during the evaluation 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 a.m. and 4:00 p.m., Central Standard Time (CST). 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
4/26/2023	MoDOT posts RFP to the website: <a href="https://www.modot.org/research-requests-proposal">https://www.modot.org/research-requests-proposal</a> .
5/17/2023 4:00 p.m. CST	Comments or questions must be submitted to MoDOTResearchRFP@modot.mo.gov.  This is the only acceptable method for contact regarding the RFP and contacting MoDOT employees via other methods is prohibited. Not adhering to this rule is cause for disqualification of the proposal. This includes all requests for information, data, and manuals.
5/31/2023	MoDOT will post written responses publicly on the website: <a href="https://www.modot.org/research-requests-proposal">https://www.modot.org/research-requests-proposal</a> .
6/14/2023 10:00 a.m. CST	Proposals must be submitted to MoDOTResearchRFP@modot.mo.gov by 10 a.m. CST. Do not consider your proposal submitted until you receive notification of receipt. A notification should be sent by noon of the same day.
7/12/2023	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 August 1, 2023. Proposals need to include a work plan with a proposed timeline. *If the Offeror believes the project can be completed sooner, please include a revised schedule with the proposal.* While alternative timelines will be considered, an extension is unlikely. The project timeline will be finalized during the contracting phase.

Last working day of each quarter: Quarterly updates on work accomplished during the quarter are due on or before the last working day of March, June, September, and December during the course of the project. These quarterly updates shall be submitted electronically to the MoDOT project manager. These updates are the basis for information in the Statewide Planning and

Research (SPR) Quarterly Report that the Construction and Materials Division submits to FHWA at the end of each quarter of the fiscal year.

For report templates and forms, visit <a href="https://www.modot.org/information-researchers">https://www.modot.org/information-researchers</a>.

Date	Milestone
8/16/2023	A kickoff meeting with MoDOT will be scheduled to discuss project requirements and deliverables. The dates of key milestones and deliverables will be determined from this meeting.
11/1/2023	Draft survey to MoDOT for review and approval.
8/1/2024	Draft final report and summary report are due. The draft documents shall be submitted to MoDOT approximately two months prior to the final report.
10/1/2024	Final report and summary report are due. The final documents shall be due approximately one month before the end of the contract. This is to allow all billing to be completed prior to the end of the project.
11/1/2024	Final invoice due.
11/1/2024	Contract ends.

## SECTION (2): SCOPE OF WORK

- (A) Services: The successful Offeror shall provide the following services as listed below in (B) not to exceed \$150,000. In addition, as the report progresses, the Offeror will remain available to respond to questions and concerns raised by the project's Technical Advisory Committee (TAC). The following tasks shall be completed and are intended to provide guidance in development of this research.
- **(B)** Specific Requirements: The Offeror will provide to Construction and Materials an electronic copy of a program proposal which will help bring the project to its successful completion.

#### Task 1

## **Project Management**

The Offeror will facilitate a kickoff meeting with MoDOT to review the work plan, scope, and schedule; and establish a protocol for regular ongoing communications and coordination with the team. The Offeror will schedule and conduct quarterly project status meetings to review progress for the previous period and anticipated work for the next period. The Offeror will also develop minutes for the kickoff meeting and each of the quarterly status meetings. The finalized work plan will detail implementation of the following tasks as well as the resources and schedule required to carry them out.

#### Task 2

## **Conduct Comprehensive Review / Investigation**

The Offeror will conduct a literature search of micromobility practices in other states. The Offeror will develop and send a survey to state Departments of Transportation and metropolitan planning organizations (MPOs) in the Midwest to gather information of when, where, and what first and last mile connectivity practices are used. MPOs are urbanized areas with a population of 50,000 or more.

#### Task 3

## **Develop Draft Report and Research Summary**

The Offeror will prepare an interim report and research summary for MoDOT review. The report will summarize all research tasks and the research findings. The Offeror will conduct an interim presentation on the research results to MoDOT. A final report must include a completed Technical Report Documentation page. Please refer to the **Publication Guidelines** and summary template on the **website**.

#### Task 4

#### **Develop Final Report, Research Summary and Presentation**

The Offeror will develop a final report detailing the tasks completed during the project, including any and all findings generated during the project's duration. The Offeror will provide a 1-2 page research summary that states the project objectives, findings and conclusions. A presentation for MoDOT staff summarizing important or significant

details of the project must be provided. Please refer to the Publications Guidelines for the report and research summary, which can be found on the <u>website</u>.

**(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 emailed, by 10 a.m. CST according to time stamp on the due date indicated. Any form containing a signature line in this RFP and any amendments, pricing pages, etc., can be electronically signed or manually signed and scanned 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 required. They are to be emailed to the Research Director at MoDOTResearchRFP@modot.mo.gov.
- (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, the competitive procurement process, or other questions must be directed to the Research Director at <a href="MoDOTResearchRFP@modot.mo.gov">MoDOTResearchRFP@modot.mo.gov</a> by the date and time listed in section 1E.

## (B) REQUIRED ELEMENTS OF PROPOSAL

- (1) **Proposal Submission Form:** The proposal submission form can be found here: <a href="https://www.modot.org/information-researchers">https://www.modot.org/information-researchers</a>.
- (2) Work 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.
- (3) **Personnel:** Please indicate the name, location, telephone 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. The Offeror must furnish a complete listing of each Sub-Offeror, if any, and complete contact information for that Sub-Offeror.
- (4) Experience: The proposal must clearly identify the 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.
- (5) References: Proposals should indicate the name, title, and telephone number of at least three officials of clients within the past three years.
- (6) Organization of Proposal: Proposals must be submitted as one combined PDF document. The submission should only include the required documents organized in the following order: 1) Proposal Submission Form; 2) Cover Letter (Optional; 1 page maximum); 3) Body of Proposal (including work plan and project schedule); 4) Personnel; 5) Organization's Project Experience; 6) Team Member Experience; and 7) Organization's Client References.

## (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. Overall clarity and quality of proposal; and
  - F. 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 and returned with the Offeror's proposal. A

detailed budget will be developed at a later date (for template see: <a href="https://www.modot.org/information-researchers">https://www.modot.org/information-researchers</a>.

# **SECTION (4): PRICE PAGE**

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

Cost Estimate			
Expenses	Estimated Amount		
Salaries			
Benefits			
Operating Expense			
Facilities and Administration (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 Director, Jen Harper 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 Materials 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 (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 <a href="https://www.e-verify.gov/">https://www.e-verify.gov/</a>.
- 2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- (L) Proof of Lawful Presence for Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.
- **(M) Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) Law of Missouri to Govern: The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- **(O)** Cancellation: MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- **(P) Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its

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

- **(Q) Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- **(R)** Confidentiality: The Offeror shall not disclose to third parties confidential factual matters provided except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) Nonsolicitation: The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) Conflict of Interest: The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) Maintain Papers: The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
  - 1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  - 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- **(V) Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.
- **(W)** Federal Funding Accountability and Transparency Act of 2006: The (City/County/Grantee) shall comply with all reporting requirements of the Federal Funding

Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

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

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

## **EXHIBIT A:**

## ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF)	
STATE OF) ) ss COUNTY OF)	
On the day of, 20, before me appeare	ed, personally  Affiant name
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 contra	ract agreement with the state to perform any job,
task, employment, labor, personal services, or any other activity for w	rhich 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 am duly
authorized, directed, and/or empowered to act officially and properly of	business name on behalf of this business entity.
I, the Affiant, hereby affirm and warrant that the aforement	tioned business entity is enrolled in a federal work
authorization program operated by the United States Department of Ho	meland Security, and the aforementioned business
entity shall participate in said program to verify the employment e	eligibility of newly hired employees working in
connection with any services contracted by the Missouri Highways a	nd Transportation Commission (MHTC). I have
attached documentation to this affidavit to evidence enrollment/partici	pation by the aforementioned business entity in a
federal work authorization program, as required by Section 285.530, R	SMo.
• I, the Affiant, also hereby affirm and warrant that the afor	ementioned business entity does not and shall not
knowingly employ, in connection with any services contracted by MH'	TC, any alien who does not have the legal right or
authorization under federal law to work in the United States, as defined	d in 8 U.S.C. § 1324a(h)(3).
• I, the Affiant, am aware and recognize that, unless certa	in contract and affidavit conditions are satisfied
pursuant to Section 285.530, RSMo, the aforementioned business en	ntity may be held liable under Sections 285.525
through 285.550, RSMo, for subcontractors that knowingly employ or $\alpha$	continue to employ any unauthorized alien to work
within the state of Missouri.	
• I, the Affiant, acknowledge that I am signing this affida	vit as a free act and deed of the aforementioned
business entity and not under duress.	
Affi	ant Signature
Subscribed and sworn to before me in city (or county)	,, the day and year first above-written.
	state
Nota My commission expires:	ary Public

[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 O	F	)				
COUNTY	OF	) ss )				
On the	day of	, 20, b	efore me appeared	Λ €	iant name	personally known to me o
proved to	me on the basis of sa	itisfactory evi	dence to be the pe			the within instruments, who
being by m	ne duly sworn, depose	ed as follows:				
	My name is			, and I am	of sound mind, capal	ble of making this affidavit
and person	nally certify the facts	herein stated,	as required by Sec	tion 208.009,	RSMo, for failure to j	provide affirmative proof o
lawful pres	sence in the United St	ates of Ameri	ca:			
	I am the	of	husine	ss name	, which is app	plying for a public benefi
(grant, con						Commission (MHTC), acting
by and thro	ough the Missouri De	partment of T	ransportation (MoI	OOT).		
	I am classified by	the United Sta	ntes of America as:	(check the	applicable box)	
	a United States cit	izen.			n alien lawfully admitt	ted for permanent residence
	I am aware that M	issouri law pro	ovides that any per	son who obtai	ns any public benefit l	by means of a willfully false
statement	or representation, or	y willful con-	cealment or failure	to report any	fact or event required	d to be reported, or by othe
fraudulent	device, shall be guilty	of the crime	of stealing pursuan	t to Section 57	70.030, RSMo, which i	is a Class C felony for stoler
public ben	efits valued between	\$500 and \$25,	,000 (punishable by	a term of im	prisonment not to exce	eed 7 years and/or a fine no
more than	\$5,000 – Sections 55	8.011 and 560	0.011, RSMo), and	is a Class B f	elony for stolen public	c benefits valued at \$25,000
or more (p	unishable by a term o	f imprisonme	nt not less than 5 y	ears and not to	o exceed 15 years – Se	ection 558.011, RSMo).
	I recognize that, up	on proper sub	omission of this swo	orn affidavit, l	will only be eligible f	for temporary public benefit
until such	time as my lawful pre	sence in the U	Jnited States is dete	ermined, or as	otherwise provided by	y Section 208.009, RSMo.
	I understand tha	t Missouri la	aw requires MHT	C/MoDOT t	o provide assistance	e in obtaining appropriate
documenta	ation to prove citizens	hip or lawful j	presence in the Uni	ted States, and	l I agree to submit any	requests for such assistance
to MHTC/	MoDOT in writing.					
	I acknowledge tha	t I am signing	this affidavit as a	free act and de	eed and not under dure	ess.
	Affiant Signature				social Security Number Federal Identification	
	Subscribed and sw	orn to before	me incity	(or county)	,, the day as	nd year first above-written.
				Notary Pul	olic	
	My commission ex	xpires:		-		