

Missouri Department of Transportation

Patrick K. McKenna, Director

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June 28, 2022

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 TR202312 entitled, “**Methods for Monitoring the Movement of Wildlife Through Concrete Barrier Gaps.**” 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 **August 16, 2022 10:00 AM (CST)**. More information about project contracting in general can be found at <https://www.modot.org/research-requests-proposal>.

Sincerely,



Jen Harper
Research Director
Attachment

CCO Form: CM09
Approved: 04/11 (AR)
Revised: 03/20 (BDG)
Modified:

REQUEST FOR PROPOSALS
Methods for Monitoring the Movement of Wildlife Through Concrete Barrier Gaps
TR202312

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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
WMB	Wildlife Median Barrier
WVC	Wildlife-Vehicle Collisions

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 TR202312, Methods for Monitoring the Movement of Wildlife Through Concrete Barrier Gaps study for the MHTC and Missouri Department of Transportation (MoDOT).

(B) Background: Traditional concrete Jersey style median barriers date back to their earliest use on the US Highway system in the 1930s and 1940s. Both styles of barriers prevent vehicles from crossing over into opposite directions of traffic. Nationally, multiple vehicle opposite direction, cross-median and head-on crash fatalities have been reduced by 92, 93, and 94 percent, respectively. Construction of concrete barriers preventing cross-median collisions in divided highway settings has no doubt reduced traffic fatalities.

However, their implementation has potentially caused an unintended negative effect on wildlife movement across the transportation system. Although little research exists on the effects of concrete median barriers, it is generally accepted that solid jersey barriers stop small animal passage on divided highways, effectively fragmenting habitat and eliminating connectivity. It has been shown that even paved roadways alone can cause a behavioral change in animal movement, reducing the likelihood small-bodied animals will cross a roadway. This fragmentation and behavioral adaptation can lead to reduced biological diversity, changes in animal communities and increase threat of extinctions. To combat these negative effects, the MoDOT Environmental Section has implemented the wildlife median barrier (WMB) innovation. WMB is a modified design Jersey barrier with a small 7.5” x 15” opening at the base providing a way for small-bodied mammals, reptiles, and amphibians to cross a divided highway corridor where one didn’t exist previously.

Currently there is only one highway with WMBs installed: the newly constructed I-49 corridor (Bella Vista Bypass) in McDonald County. In five miles of new I-49 highway, there are 14 sections of WMB. By allowing small-bodied mammals, reptiles, and amphibians a passable route across the WMBs on the new I-49 corridor, MoDOT is ensuring that vulnerable wildlife do not become trapped on divided highways.

The purpose of this research project is to develop ways to monitor the movement of small animals through the WMBs. This determination will show if the WMBs are or are not working. If successful, this practice can be implemented on other projects across Missouri. The research team would need to develop ways to monitor the sites since video cameras are subject to damage or being stolen if they are located in obvious locations.

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

(D) Contract Period and Budget: The contract period will run for 24 months. The contract budget must not exceed \$200,000, as stipulated in Section (2)(A). Please note, 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 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:
6/28/2022	MoDOT posts RFP to the website: https://www.modot.org/research-requests-proposal
7/12/2022	Written 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.
7/26/2022	MoDOT will post written responses publicly on the website: https://www.modot.org/research-requests-proposal
8/16/2022 10:00 AM CST	Written proposals must be submitted to MoDOTResearchRFP@modot.mo.gov by 10:00 AM CST. Do not consider your proposal submitted until you receive notification of receipt. A notification should be sent by noon of the same day.
9/13/2022	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 November 1, 2022. 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.

Monthly Updates: E-mail and phone communications with MoDOT contacts are required to provide on-going updates of progress.

On or before November 8, 2022 Kick-off Meeting: A kick-off 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.

August 1, 2024 – Draft Report Documents Due: A Draft Report and Draft Research Summary are required. These drafts should be final products except for revisions based on MoDOT’s review. A final report must include a completed Technical Report Documentation page. Please refer to the **Publication Guidelines** and summary template on the [website](#).

October 1, 2024 – Final Report Documents Due: A completed Final Report and Final Research Summary are required. After MoDOT’s review is complete and documents have been edited to MoDOT’s satisfaction, final documents should be submitted as Word documents (unless otherwise instructed). Please refer to the **Publication Guidelines** and summary template on the [website](#).

A final presentation of the results, recommendations, and implementation ideas to MoDOT and other stakeholders may be required.

November 1, 2024: Final invoice is due.

November 1, 2024: Contract ends.

(For report templates and a standard form see: <https://www.modot.org/information-researchers>.)

Date:	Milestone:
On or before: 11/8/2022	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.
3/31/2023	Quarterly Report due.
4/1/2023	Potential model organisms identified.
6/30/2023	Quarterly Report due.
9/30/2023	Quarterly Report due.

Date:	Milestone:
12/31/2023	Quarterly Report due.
3/31/2024	Quarterly Report due.
4/3/2024	Field results and observed impact thresholds.
6/30/2024	Quarterly Report due.
8/1/2024	Draft Report and Draft Research Summary are due. The draft documents shall be submitted to MoDOT approximately two months prior to the final report.
10/1/2024	Final Report and Research Summary 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 not to exceed \$200,000. The Offeror shall provide ways to monitor the movement of small animals through the WMBs. This determination will show if the WMBs are or are not working. If successful, this practice can be implemented on other projects across Missouri. 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 Contractor will facilitate a kick-off 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 Contractor will schedule and conduct a quarterly status meeting to review progress for the previous period and anticipated work for the next period. The contractor will also develop minutes for the kick-off meeting and any status meetings that may be held during the project. 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 Contractor will begin a literature review to identify the effects of concrete median barriers on divided highway on habitat fragmentation and small-bodied animal movement and mortality.

The Contractor will also perform a literature review of recently completed research related to mitigating fragmentation of habitat and impacts to animal movement across roadway corridors. This step will identify specifically which species are most likely impacted by concrete barriers and would most likely benefit from WMPs. Additionally, the review will look at new and emerging trends in impact mitigation and best management practices (BMPs). This review will aid in understanding potential issues or concerns experienced by other states along with additional concepts to consider (for example, barrier opening size, spacing, and placement) during the subsequent tasks of this project.

A survey of State DOTs, Conservation and/or Natural Resources Departments will be conducted, with collaboration from the TAC, to understand standard procedures and BMPs undertaken in other parts of the country to minimize or eliminate impacts to small-bodied mammals, reptiles and amphibians.

Task 3

Identification of Model Organism(s) and Wildlife Monitoring Proposal

The Contractor will propose (to MoDOT) no more than five ways to monitor the movement and mortality of wildlife through the concrete barrier gaps along Interstate 49 and identify the length of time of the study. Any use of equipment to monitor wildlife must include ways to avoid theft and vandalism. MoDOT will select two options for the Contractor to use in pilot programs.

The Contractor, in collaboration with the Technical Advisory Committee (TAC), will identify the most appropriate species for the study, based on the results found during Task 2 along with research animal species observed in the project area and other considerations. The species chosen will make up the projects model organisms and will be observed in Task 4 and considered while identifying and evaluating impact mitigation practices during Task 5.

The Offeror's method(s) and suggestions for determining the most appropriate model organisms (i.e., by classifications, body size or other method), in order to thoroughly evaluate median barrier impacts to a diverse selection of small-bodied animal species found in Missouri, should be outlined and explained in the proposal.

It is expected that multiple species will be used in the research to adequately assess a range of impacts from median barriers to small-bodied animals. The Offeror should indicate how many different animal species they anticipate studying in the proposal.

Task 4

Implement Selected Proposals / Field Study to Establish Impact Thresholds

The Contractor will implement the two proposals and produce a report on their effectiveness.

The Contractor will explore the following topics, at a minimum, in a controlled field study:

- The differences, with respect to impact to small-bodied animal movement, among differing barrier types, including, but not limited to the following:
 - Solid concrete jersey style barriers with no openings
 - Solid concrete jersey style barriers with openings (on I-49 Bella Vista Bypass)
 - Solid concrete jersey style barriers with openings within defined proximity to nearby box culverts (on I-49 Bella Vista Bypass)
- Differences between divided highways with median barrier openings compared to no median barrier openings with respect to the impact to small-bodied animal movement.
- Impact levels on various species, body sizes, and juvenile versus adult life stages.
- Effectiveness of I-49 median barrier openings in mitigating impacts to small-bodied animal movement and mortality

Please note, this research will specifically aim to evaluate the potential long-term effects of small-bodied animal movement with new median barriers constructed on divided highway segments

The Offeror's considerations for other topics or areas of concern to be explored during this task, along with any other pertinent information related to the field analysis, should be laid out and explained in the proposal.

Task 5

Develop Draft Report and Research Summary

The Contractor will prepare a draft Report and Research Summary, along with all accompanying documentation identified as beneficial during the study. These drafts should be final products except for revisions based on MoDOT's review. A final report must include a completed Technical Report Documentation page. Please refer to the **Publication Guidelines** and summary template on the [website](#).

Task 6

Develop Final Report, Research Summary, and Presentation

The Contractor will prepare a completed Report, Research Summary, and Presentation along with all accompanying documentation. After MoDOT's review is complete and documents have been edited to MoDOT's satisfaction, final documents should be submitted as Word documents (unless otherwise instructed). Please refer to the **Publication Guidelines** and summary template on the [website](#).

(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 email to modotresearchrfp@modot.mo.gov by 10 AM local time 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.
- (2) Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
- (3) Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individuals person(s) or organization(s). Therefore, the Offeror must submit its proposal based on such conditions without reservations.
- (4) Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be sent to MoDOTResearchRFP@modot.mo.gov 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: <https://www.modot.org/information-researchers>.
- (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, 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.

(4) 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.

(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. Overall clarity and quality of proposal; and
- E. 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 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: <https://www.modot.org/information-researchers>).

**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	
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 (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.

EXHIBIT A: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
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 am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• 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 _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of 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 a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

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

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

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

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

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

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

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

My commission expires:

Notary Public