

**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

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1.888.ASK MODOT (275.6636)

March 1, 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 **TR202410** entitled, “**Effective Methods to Safely Communicate with Commercial Motor Vehicles.**” 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](mailto:MoDOTResearchRFP@modot.mo.gov) indicated in the attachment by **April 19, 2023 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  
EFFECTIVE METHODS TO SAFELY COMMUNICATE WITH COMMERCIAL  
MOTOR VEHICLES  
TR202410**

**TABLE OF CONTENTS**

<b>INTRODUCTION.....</b>	<b>3</b>
<b>PROPOSAL.....</b>	<b>3</b>
<b>SECTION (1): GENERAL DESCRIPTION AND BACKGROUND.....</b>	<b>4</b>
(A) Request for Proposal.....	4
(B) Background.....	4
(C) Fiscal Year.....	4
(D) Contract Period and Budget.....	4
(E) RFP Schedule.....	4
(F) Project Schedule.....	5
<b>SECTION (2): SCOPE OF WORK.....</b>	<b>7</b>
(A) Services.....	7
(B) Specific Requirements.....	7
(C) Administration of Program.....	8
<b>SECTION (3): PROPOSAL SUBMISSION INFORMATION.....</b>	<b>9</b>
(A) SUBMISSION OF PROPOSALS.....	9
(1) Pricing and Signature.....	9
(2) Submission of All Data Required.....	9
(3) Public Inspection.....	9
(4) Clarification of Requirements.....	9
(B) REQUIRED ELEMENTS OF PROPOSAL.....	9
(1) Proposal Submission Form.....	9
(2) Work Plan.....	9
(3) Personnel.....	9
(4) Experience.....	10
(5) References.....	10
(C) EVALUATION CRITERIA AND PROCESS.....	10
(1) Evaluation Factors.....	10
(2) Historic Information.....	10
(3) Responsibility to Submit Information.....	10
(D) PRICING.....	10

(1) Cost Estimate .....	10
<b>SECTION (4): PRICE PAGE .....</b>	<b>12</b>
(A) Cost Estimate .....	12
<b>SECTION (5): AGREEMENT REQUIREMENTS .....</b>	<b>13</b>
(A) MHTC’s Representative .....	13
(B) Release to Public.....	13
(C) Assignment .....	13
(D) Status as Independent Contractor.....	13
(E) Components of Agreement .....	13
(F) Amendments .....	13
(G) MBE/WBE Participation Encouraged .....	13
(H) Nondiscrimination.....	14
(I) Executive Order .....	14
(J) Incorporation of Provisions.....	14
(K) Non-employment of Unauthorized Aliens.....	14
(L) Proof of Lawful Presence for Sole Proprietorships and Partnerships.....	15
(M) Bankruptcy .....	15
(N) Law of Missouri to Govern.....	15
(O) Cancellation .....	15
(P) Venue .....	15
(Q) Ownership of Reports .....	16
(R) Confidentiality .....	16
(S) Nonsolicitation.....	16
(T) Conflict of Interest .....	16
(U) Maintain Papers .....	16
(V) Indemnification .....	16
(W) Federal Funding Accountability and Transparency Act of 2006.....	16
(X) Insurance.....	17
<b>EXHIBIT A: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT .....</b>	<b>18</b>
<b>EXHIBIT B: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP .....</b>	<b>18</b>

**LIST OF ACRONYMS**

<b>CDL</b>	Commercial Driver License
<b>CMV</b>	Commercial Motor Vehicle
<b>ENS</b>	Electronic Notification System
<b>FHWA</b>	Federal Highway Administration
<b>FMCSA</b>	Federal Motor Carrier Services Administration
<b>MCS</b>	Motor Carrier Services
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals
<b>SFRP</b>	State Freight and Rail Plan

## 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: \_\_\_\_\_ 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 TR202410, “Effective Methods to Safely Communicate with Commercial Motor Vehicles” study for the MHTC and Missouri Department of Transportation (MoDOT).

**(B) Background:** According to the 2022 Missouri [State Freight and Rail Plan](#) (SFRP), trucks provide the main transportation mode for freight in Missouri, carrying approximately 40% of all freight by weight and 43% by value in 2018.

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 29 in the Task Force’s [final report](#) focuses on the development of a communication method to safely and effectively relay critical information inside the truck without posing a safety risk to the driver and the traveling public.

MoDOT has a need to communicate with drivers of commercial motor vehicles (CMV) about exceptions to the norm on their route. These exceptions can include stationary features, such as a low bridge clearance or steep grade, and variable road conditions such as a work zone, narrowed lanes, a crash ahead, or a weather impact. Many methods for notification involve sending notices through a phone application. However, federal law prohibits CMV drivers from touching a mobile phone or reading messages while in operation. Current applications do not distinguish between general text messages and critical route information.

Effective communication of the kind MoDOT seeks will provide a safer environment for truck drivers to receive critical messages, provide multiple warnings to avoid bridge collisions for over-dimension loads, and assist with safety in MoDOT work zones in sufficient time to alter routes. This research would identify effective ways (or a system) for timely notifications to drivers allowing them to make informed decisions on whether to continue on the route, detour, or park at a safe location. This should also result in a more reliable highway freight delivery system.

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

**(D) Contract Period and Budget:** The contract period will run for 18 months. The contract budget must not exceed \$200,000, 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 am and 4:00 pm, 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.

<b>Date:</b>	<b>Action:</b>
March 1, 2023	MoDOT posts RFP to the website: <a href="https://www.modot.org/research-requests-proposal">https://www.modot.org/research-requests-proposal</a>
March 22, 2023 4:00 PM CST	Comments or questions must be submitted to <a href="mailto:MoDOTResearchRFP@modot.mo.gov">MoDOTResearchRFP@modot.mo.gov</a> .  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.
April 5, 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>
April 19, 2023 10:00 AM CST	Proposals must be submitted to <a href="mailto:MoDOTResearchRFP@modot.mo.gov">MoDOTResearchRFP@modot.mo.gov</a> by 10am CST. Do not consider your proposal submitted until you receive notification of receipt. A notification should be sent by noon of the same day.
May 17, 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 July 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 <https://www.modot.org/information-researchers>.

Date	Milestone
7/13/2023	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.
9/29/2023	The Offeror will hold a workshop with stakeholders to brainstorm desired characteristics of the electronic notification system (ENS). Stakeholders include state and federal agencies (MoDOT, FMCSA, FHWA, SEMA) and private industry.
5/1/2024	The Offeror will give a demonstration of the ENS to stakeholders and Technical Advisory Committee. The ENS must show execution in the field and receive feedback for refinement.
10/1/2024	Draft report, summary report, and ENS are due. The draft documents shall be submitted to MoDOT approximately two months prior to the final report.
12/2/2024	Final report, summary report, and ENS 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.
1/1/2025	Final invoice due.
1/1/2025	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 develop an ENS for truck drivers to receive critical messages, provide multiple warnings to avoid bridge collisions for over-height loads, and assist with safety in MoDOT work zones in sufficient time to alter routes. 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 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 Offeror will schedule and conduct a quarterly status meeting to review progress for the previous period and anticipated work for the next period. The Offeror 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 Offeror will begin a literature review of truck communication practices in other states, particularly the types of messages sent.

### Task 3a

#### **ENS Brainstorming Workshop with Stakeholders**

A workshop will be held with stakeholders to brainstorm desired characteristics of the ENS. Stakeholders include state and federal agencies (MoDOT, FMCSA, FHWA, SEMA) and private industry.

### Task 3b

#### **Develop ENS for Implementation**

Using the feedback from workshop participants, an ENS will be developed to communicate to truck drivers critical messages, provide warnings, and assist with safety in MoDOT work zones in sufficient time to alter routes.

#### Task 4

##### **ENS Demonstration and Tabletop Exercise**

The Offeror will demonstrate the ENS to the Technical Advisory Committee and design a tabletop exercise intended to replicate situations truck drivers would experience while on the road. This will allow the TAC to evaluate the application and make suggestions for improvement.

#### Task 5

##### **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.

#### Task 6

##### **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, may also be provided, if warranted by MoDOT personnel. Please refer to the Publications Guidelines for the report and research summary, which can be found 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 emailed, by 10 AM CST according to time stamp on the due date indicated. 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:

[MoDOTResearchRFP@modot.mo.gov](mailto: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 Contract Administrator at [MoDOTResearchRFP@modot.mo.gov](mailto: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, 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:  
<https://www.modot.org/information-researchers>).

**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:

<b>Cost Estimate</b>	
<b>Expenses</b>	<b>Estimated Amount</b>
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 <https://www.e-verify.gov/>.
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.



