

June 26, 2024

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 **TR202504** entitled, **“Using AI /ML to Write Legal Land Descriptions.”** The 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.

Please submit all proposals to [MoDOTResearchRFP@modot.mo.gov](mailto:MoDOTResearchRFP@modot.mo.gov) by **August 21, 2024 at 10 a.m. (Central)**. More information about project contracting in general can be found at <https://www.modot.org/information-researchers> under RFP documents.

Sincerely,

A handwritten signature in blue ink that reads "Jen Harper". The signature is fluid and cursive, with the first name "Jen" and last name "Harper" clearly distinguishable.

Jen Harper

Research Director

Attachment

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

**REQUEST FOR PROPOSALS**  
**Using AI /ML to Write Legal Land Descriptions**  
**TR202504**

**TABLE OF CONTENTS**

<b>INTRODUCTION.....</b>	<b>4</b>
<b>PROPOSAL.....</b>	<b>4</b>
<b>ACCEPTANCE.....</b>	<b>4</b>
<b>SECTION (1): GENERAL DESCRIPTION AND BACKGROUND .....</b>	<b>5</b>
(A) Request for Proposal .....	5
(B) Background.....	5
(C) Fiscal Year.....	5
(D) Contract Period and Budget.....	5
(E) RFP Schedule .....	5
(F) Task-Specific Deliverables.....	6
(G) Project Schedule .....	6
<b>SECTION (2): SCOPE OF WORK.....</b>	<b>8</b>
(A) Services .....	8
(B) Specific Requirements .....	8
(C) Administration of Program.....	9
<b>SECTION (3): PROPOSAL SUBMISSION INFORMATION.....</b>	<b>10</b>
(A) SUBMISSION OF PROPOSALS .....	10
(1) Pricing and Signature .....	10
(2) Submission of All Data Required .....	10
(3) Public Inspection.....	10
(4) Clarification of Requirements.....	10
(B) REQUIRED ELEMENTS OF PROPOSAL .....	10
(1) Proposal Submission Form.....	10
(2) Work Plan .....	10
(3) Personnel .....	10
(4) Experience .....	11
(5) References.....	11
(C) EVALUATION CRITERIA AND PROCESS.....	11
(1) Evaluation Factors.....	11
(2) Historic Information.....	11
(3) Responsibility to Submit Information.....	11

(D) PRICING .....	11
(1) Cost Estimate .....	11
<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
(Y) Information Technology.....	17
<b>EXHIBIT A: ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT .....</b>	<b>19</b>
<b>EXHIBIT B: APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR</b>	
<b>PARTNERSHIP .....</b>	<b>20</b>

## LIST OF ACRONYMS

<b>AI</b>	Artificial Intelligence
<b>FHWA</b>	Federal Highway Administration
<b>LLD</b>	Legal Land Description
<b>ML</b>	Machine Learning
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals
<b>ROW</b>	Right of Way

## 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 TR202504, “Using AI/ML to Write Legal Land Descriptions” study for the MHTC and Missouri Department of Transportation (MoDOT).

**(B) Background:** The purpose of a property description is to accurately define certain land areas, or rights to be acquired, conveyed or leased. The description must recite specific rights being acquired, conveyed, or leased, if such rights are less than fee simple title, and be accurately described by metes and bounds, lot calls or 1/4 - 1/4 calls.

There are numerous methods in which land or rights can be described for the purpose of leasing, conveying or acquiring. However, realty rights being acquired or conveyed by the MHTC must be described using the metes and bounds method, unless the property is acquired in its entirety. Property descriptions prepared on behalf of the MHTC must be prepared in a manner that meets the following requirements as outlined in the MoDOT Engineering Policy Guide (EPG) [Section 236.4.6.2](#). When acquiring a property in its entirety, the property description shall be written exactly as it appears on the last deed of record for the subject property.

Prior to presenting the general warranty deed, quitclaim deed, or other such document to the grantor, a professional land surveyor must review the property description to verify that the parcel described in the property description corresponds with the right of way plans, and to verify that the right of way plans correspond with the survey information gathered by the professional land surveyor. Needless to say, these descriptions can be long and tedious to write.

The goal of this research project is to determine the usefulness of Artificial Intelligence (AI) and Machine Learning (ML) to develop a “first draft” of the legal land description (LLD) using the MHTC parameters. This draft could be reviewed and edited accordingly by MoDOT’s Right of Way staff.

**(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. A copy of the Standard Research Agreement can be found on the website at [\*\*https://www.modot.org/information-researchers\*\*](https://www.modot.org/information-researchers).

**(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 p.m., Central. 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
6/26/2024	MoDOT posts RFP to the website at <a href="https://www.modot.org/research-requests-proposal">https://www.modot.org/research-requests-proposal</a> .
7/17/2024 4 p.m. (Central)	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.
7/31/2024	MoDOT will post responses (to any questions or comments submitted) publicly on the website at <a href="https://www.modot.org/research-requests-proposal">https://www.modot.org/research-requests-proposal</a> .
8/21/2024 10 a.m. (Central)	Proposals must be submitted to <a href="mailto:MoDOTResearchRFP@modot.mo.gov">MoDOTResearchRFP@modot.mo.gov</a> . Do not consider your proposal submitted until you receive notification of receipt. A notification should be sent by noon of the same day.
9/18/2024	MoDOT will notify submitters about project selection, or if needed about interviews to finalize selection.

**(F) Task-Specific Deliverables**

Task	Deliverables
1	Meeting agenda, minutes, and data management plan.
3a	MoDOT provides Offeror with examples of legal land descriptions
3c	Demonstration of AI writing a legal land description
4	Offeror provides training to ROW staff on how to use tool
5	Draft report, summary, and user manual
6	Final report, summary, presentation, and user manual

**(G) 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, 2024. Proposals need to include a work plan with a proposed timeline. While alternative timelines will be considered, an extension is unlikely. The project timeline will be finalized during the contracting phase.

**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.

**Interim presentation:** An interim presentation shall be scheduled near the mid-point of the project to update MoDOT on the progress and the direction of the project. This is in addition to the necessary communication between the Principal Investigator(s) and MoDOT contacts throughout the project. The purpose of the interim presentation is to evaluate the progress and determine if any mid-project corrections are necessary.

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

Date	Milestone
11/15/2024	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.
12/4/2024	The data management plan is due.
12/20/2024	MoDOT will provide examples of approved legal land descriptions to the Offeror.
4/25/2025	The Offeror presents how the AI/ML will create draft LLDs. MoDOT will provide feedback for improvement.
7/25/2025	After adjustments are made to the tool, the Offeror will create a manual and provide training to ROW staff.
9/15/2025	Interim presentation must be done by this date.
11/3/2025	Draft final report, summary report, and user manual are due. The draft documents shall be submitted to MoDOT approximately two months prior to the final report.
1/1/2026	Final report, summary report, presentation, and user manual 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.
2/2/2026	Final invoice due and contract ends.

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

**(A) Services:** The successful Offeror shall provide the following services not to exceed \$175,000. The Offeror shall provide the services listed below in (B). Task descriptions are intended to provide guidance in development of the research. MoDOT is seeking the input of proposers to determine the best strategies to accomplish the research objectives.

**(B) Specific Requirements:** The Offeror will provide 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 quarterly project status meetings to review progress for the previous period and anticipated work for the next period. Meetings can be in-person or online. The Offeror will also develop minutes for the kick-off 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.

The Offeror is required to submit a [Data Management Plan](#) (DMP) to MoDOT within 2 weeks after the project kick-off meeting. The plan will describe the anticipated format(s) your data and related files will use. The DMP should address how the Offeror will use platform-independent and non-proprietary formats to ensure maximum utility of the data in the future.

### Task 2

#### **Literature Review**

A thorough literature search and review of other state DOT practices using AI/ML for ROW purposes conducted.

### Task 3a

#### **MoDOT Provide Examples of Legal Land Descriptions (LLDs)**

MoDOT will provide copies of previously approved, and filed, legal land descriptions to the Offeror to help train the machine.

### Task 3b

#### **Offeror Provides Program to Develop LLDs**

Before work begins on the proof of concepts, the Offeror will provide the name of the program used to develop the LLDs. MoDOT Information Systems must give approval before moving forward with Task 3c



#### Task 3c

##### **Proof of Concept that AI/ML Can Develop Legal Land Descriptions**

The Offeror will demonstrate how the technology will create draft legal land descriptions on a variety of properties. MoDOT will review the drafts and provide feedback on how they can be improved.

#### Task 4

##### **Training and User Manual**

Once the system has been developed and finalized, the Offeror will provide training to ROW staff. The training will also have a user manual for staff to reference.

#### Task 5

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

The Offeror will prepare a draft Synthesis 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 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 [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 a.m. Central 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 number and title since more than one RFP may be due at one time. They are to be emailed to the Research Director at [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, competitive procurement process, or other questions must be directed to the Research Director 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 12 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 relevant work with other state

agencies or local governments in Missouri. The Offeror must furnish a complete listing of each Sub-Officer, if any, and complete contact information for that Sub-Officer.

- (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 criteria established by the Technical Advisory Committee.
- (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:

<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 Offeror 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.

**(Y) Information Technology:** All applications must be developed using one of the approved technologies below.

- Application Runtime/Framework
  - .NET 6.0 or .NET Framework
    - A currently supported .NET 6.0 or above release should be used unless there is a specific need for .NET Framework. If a .NET Framework is required, a currently supported 4.8 release or above will be used. (See [.NET and .NET Core official support policy \(microsoft.com\)](#))
    - Web applications must use either the MVC, Razor Pages or Web API framework.
    - Library dependencies used in the application should be reviewed/updated on an annual basis.
  - .NET and .NET Core Official Support Policy - Learn about .NET and .NET Core support policies, which refer to several technologies including the runtime, ASP.NET Core and Entity Framework Core.
    - All applications must be developed using one of the approved technologies stated in the Approved Technologies section of this document.
    - Vendors may not use third-party tools or software which would place a licensing responsibility on MoDOT without prior review and approval of the tools and or software by the Information Systems Best Practices Review Team (BRPT) and IS management.
- Programming Languages – The following are the approved programming languages that should be used for new development.
  - C#
  - JavaScript
  - CSS
  - HTML
  - Python\* (Python is reserved for use in ESRI scripts and other small one-time uses. Large scale use of Python requires the approval of the Information Systems (IS) Best Practices Review Team (BRPT). The Python programming language is incorporated

into the setups of ArcGIS Desktop, ArcGIS Pro and ArcGIS Enterprise. For other platforms a version 3.x of Python from [www.python.org](http://www.python.org) should be used.)

- Client-Side Software Packages
  - All customer applications should be Web Based, browser applications. Applications should be tested and designed to use the latest IS approved browser(s), at a minimum.
  - No client-side software, other than a modern browser, should be required to run the web application. Examples:
    - No Java Applets
    - No Silverlight
- On Premise Database Deployments
  - On premise database deployments shall be ran on:
    - Oracle 19C; or
    - The application should be designed and maintained to run on the latest supported version of SQL server. In certain cases, Microsoft SQL Server 2016 or higher can be used if approved by the MoDOT IS Data Service Management team.
- Personal Identifiable Information (PII)
  - No Personal Identifiable Information (PII) can be stored in any database table unless the application has a specific business need to use that data. All PII data that is stored must have approval from the IS Cyber Security Team.
- Accessibility
  - All web applications must meet the standards established in [State of Missouri's Accessibility Standard](#), which is based on Section 508 of the Rehabilitation Act (as amended) and Web Content Accessibility Guidelines. (See [Accessibility \(mo.gov\)](#)).
  - All web applications must adhere to the W3 Web Content Accessibility Guidelines 2.1 with a 'AA' level of conformance ([WCAG 2.1 AA](#)).
- Copywrite and Attribution
  - Never use text, diagrams, photographs, audio, multimedia, program source code, script or graphics from another author's web pages unless the author explicitly states it may be freely copied or you make appropriate arrangements with the author.
  - Vendor logos, branding, or other company endorsements must not appear if there is a supported option, and licensed way to eliminate them from the display.

**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 \_\_\_\_\_, 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.

- 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 country) 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)

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ 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  
owner or partner business name  
(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 in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires: