

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

573.751.2551  
Fax: 573.751.6555  
1.888.ASK MODOT (275.6636)

September 9, 2020

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 the “Missouri’s Local Technical Assistance Program”. 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.

Please submit all proposals to the Research Director indicated in the attachment by **October 15, 2020**. More information about project contracting in general can be found at: <https://www.modot.org/information-researchers>.

Sincerely,



Research Director

Attachment

CCO Form: CM09  
Approved: 04/11 (AR)

Revised: 03/20 (BDG)  
Modified:

**REQUEST FOR PROPOSALS  
MISSOURI’S LOCAL TECHNICAL ASSISTANCE PROGRAM**

**TABLE OF CONTENTS**

**INTRODUCTION..... 3**

**PROPOSAL..... 3**

**SECTION (1): GENERAL DESCRIPTION AND BACKGROUND ..... 4**

    (A) Request for Proposal ..... 4

    (B) Background ..... 4

    (C) Fiscal Year ..... 4

    (D) Contract Period and Budget ..... 4

    (E) RFP Schedule..... 4

**SECTION (2): SCOPE OF WORK..... 6**

    (A) Services ..... 6

    (B) Specific Requirements ..... 6

    (D) Administration of Program..... 8

**SECTION (3): PROPOSAL SUBMISSION INFORMATION..... 9**

    (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) Experience..... 9

        (2) Personnel..... 9

        (3) References..... 9

        (4) Project Plan..... 9

    (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

**SECTION (4): PRICE PAGE ..... 11**

    (A) Cost Estimate ..... 11

**SECTION (5): AGREEMENT REQUIREMENTS ..... 12**

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

**LIST OF ACRONYMS**

<b>FHWA</b>	Federal Highway Administration
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>PAR</b>	Performance Assessment Report
<b>RFP</b>	Request for Proposals

## 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: \_\_\_\_\_

---

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

**(A) Request for Proposal:** This document constitutes an RFP from qualified organizations to administer Missouri’s Local Technical Assistance Program for the MHTC and Missouri Department of Transportation (MoDOT).

**(B) Background:** The Local Technical Assistance Program (LTAP) was established by the Federal Highway Administration (FHWA) in 1982 in response to a recognized need for funding and technical support to communities that maintain local roads and bridges. The center enables local counties, parishes, townships, cities and towns to improve their roads and bridges by supplying them with a variety of training programs; new and existing technology updates; and personalized technical assistance. The Missouri Department of Transportation is taking proposals to administer the Missouri LTAP from January 1, 2021 to September 30, 2022 with a possible extension of 1 year. The first period of performance will be 9 months in order to sync Missouri’s program with the federal fiscal year.

**(C) Fiscal Year:** MoDOT’s fiscal year is July 1-June 30. The federal fiscal year is October 1-September 30.

**(D) Contract Period and Budget:** The contract period will begin January 1, 2021 to September 30, 2022. Funding for the first 9-month period of performance will be \$225,000 and for the 12-month second year \$300,000. A Safety Circuit Rider position has been funded as part of the LTAP program through a separate grant. It is anticipated this position will continue with funding outside this contract budget.

**(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>
September 9, 2020	MoDOT posts RFP to the website: <a href="http://www.modot.mo.gov/services/OR/orRFP.htm">www.modot.mo.gov/services/OR/orRFP.htm</a>
September 23, 2020	Written comments or questions must be submitted to <a href="mailto:MoDOTResearchRFP@modot.mo.gov">MoDOTResearchRFP@modot.mo.gov</a> .
October 1, 2020	MoDOT will post written responses publicly on the website: <a href="http://www.modot.mo.gov/services/OR/orRFP.htm">www.modot.mo.gov/services/OR/orRFP.htm</a>
October 15, 2020	Written proposals must be submitted electronically to the Research Director by 10AM. CST. Please note a presentation

	may be required at a later date. Written proposals must be submitted to <a href="mailto:MoDOTResearchRFP@modot.mo.gov">MoDOTResearchRFP@modot.mo.gov</a> .
October 29, 2020	MoDOT will notify submitters about project selection, or if needed about interviews to finalize selection.
December 31, 2020	Deadline for contract execution.

## SECTION (2): SCOPE OF WORK

**(A) Services:** The Offeror shall explain in detail how they will provide the following professional services:

1. Develop a Strategic Plan and goals for the program
2. Develop a Communication Plan
3. Develop, perform, and conduct and/or arrange seminars and workshop training sessions
4. Provide information service and technology transfer materials
5. Evaluate effectiveness of the program
6. Provide quarterly data to MoDOT for MoDOT's reporting requirements
7. Provide updates and gather feedback from MoDOT/FHWA and the Advisory Committee

**(B) Specific Requirements:** The Offeror will provide to the Research Director an electronic copy of a proposal for the successful completion of this program.

Task 1: Develop a Strategic Plan and goals for the program

- Provide the goals and strategies for the program that are consistent with the FHWA Strategic Plan focused on the Strategic Goals of Safety, Infrastructure, Innovation, and Accountability. The 2019-2022 Strategic Plan can be found here: <https://www.fhwa.dot.gov/policy/fhwaplan.cfm>
- Provide a draft schedule for the program. This should include getting the program up and running, when trainings will begin, program milestones, etc.
- Be an active member of National and Regional LTAP organizations.
- Please note: FHWA will be releasing a new Strategic Plan for the overall National LTAP program at a later date, adjustments may have to be made as states are required to begin implementing the new plan. Current communications regarding the upcoming Strategic Plan is that resources and activities will be dedicated to “developing the local highway workforce, fostering innovative partnerships, building a local innovation culture, and embracing program stewardship.”

Task 2: Develop a Communication Plan

- Identify multiple communication methods since different size agencies have different technology levels
- Compile, update, and maintain a list of those agencies that want electronic communications and those that want paper copies.
- Set a target to increase the number of LPAs engaged with LTAP.
- Publish a quarterly newsletter; one of which must include an Annual Accomplishments Report. The response to the RFP should detail what would be included in the Annual Accomplishments Report. All newsletters must be reviewed prior to publishing by FHWA and/or MoDOT.

- Provide a plan for presenting and involvement in various organizations and conferences.
- Provide a plan to manage and promote the Advisory Committee which should include a Charter. The Advisory Committee should take an active role in providing direction to LTAP to improve services to local agencies.
- Website-must be an interactive website and must be developed outside the parent agency format, i.e. not limited in capabilities with format, permissions, or accessibility because of security policies of the agency.
- Website must be regularly updated with current information including at a minimum training schedules, contact information, and resources.

Task 3: Develop, perform and conduct and/or arrange seminars and workshop training sessions

- Training courses should be tailored to participant demographics
- Course delivery should include classroom, on-line, and video conference, please list any videoconferencing or on-line delivery training capabilities.
- Explore new training opportunities and subject matter to meet customers' needs
- Establish registration fees and participant training database
- Determine how registration will be addressed
- Develop a list of free resources for training

Task 4: Provide information service and technology transfer materials

- Respond to client requests
- Distribute selected technical materials and training packages
- Work with the MoDOT librarian to find information when LTAP does not have it available
- Provide technology transfer assistance in the form of demonstrations and one-on-one support as requested
- A Safety Circuit Rider position is currently funded through a grant to provide safety engineering support to local agencies. This position will be within the LTAP program but funded outside this current RFP.
- LTAP shall take possession and responsibility for MoDOT's bike trailer and provide training to local areas as requested. LTAP will provide the vehicle for transporting the trailer. All licensing and insurance will be the responsibility of LTAP. Upon completion of the contract, the trailer shall be transferred to the next successful offerer.
- Participate and present at various conferences, fairs, forums, etc. including hosting a booth if applicable.

Task 5: Evaluate effectiveness of the program

- Develop a list of performance measures for evaluating the effectiveness of the program
- Develop an annual survey of LPAs to determine at a minimum:
  - Are current services meeting local agencies' needs
  - What services do local agencies need
  - Does LTAP need to add/drop anything
  - Training suggestions and needs of local agencies

- Value that LTAP is providing
  - Consider what their role at LTAP is
  - The survey results shall drive the following year's work plan
  - End of course surveys should be completed and shared with MoDOT/FHWA upon request.
  - Develop and submit an annual Performance Assessment Report (PAR) to MoDOT and FHWA by deadline
  - Develop and submit annual Work Plan, Budget, and Addendum to MoDOT and FHWA by deadline.
  - Please note: Since the first year will be a 9-month work plan, the existing work plan may need to be modified to match the accepted proposal.
- Task 6: Provide quarterly data to MoDOT for MoDOT's reporting requirements
- Provide quarterly statistics and updates to MoDOT for MoDOT's reporting requirements and performance measures.
- Task 7: Provide updates and gather feedback from MoDOT/FHWA and Advisory Committee
- Host one in-person and one virtual Advisory Committee meeting per year
  - The other two quarters a meeting shall be scheduled with MoDOT and FHWA

**(C) Sample Budget:** Provide a sample annual budget for a one-year budget of \$300,000. If you have additional cost sharing funds to extend the LTAP program, please describe in detail and include in the budget. Please show salaries, fringes, operating expenses, direct costs, indirect costs, overhead and total costs for MoDOT/FHWA and your organization.

**(D) 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 (with necessary attachments) by 10AM CST, on the due date indicated. Any form containing a signature line in this RFP and any amendments, pricing pages, etc. shall be electronically signed and returned as part of the proposal. Please reference the project title since more than one RFP may be due at one time. They must be emailed to the Research Director at: [MoDOTResearchRFP@modot.mo.gov](mailto:MoDOTResearchRFP@modot.mo.gov)  
573-526-3636.
- (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 individual 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).

**(B) REQUIRED ELEMENTS OF PROPOSAL**

- (1) Experience:** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
- (2) Personnel:** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each Sub-Offeror, if any, and complete contact information for that Sub-Offeror.
- (3) References:** Proposals should indicate the name, title, and telephone number of at least three officials of clients within the past three years.
- (4) Project Plan:** A narrative style description must be included of how the Offeror will work with MoDOT in order to fulfill project-specific requirements. This section should be no longer than twenty (20) pages in length, with a font size no less than 11 points. This

length limit does not include forms or resumes attached to the proposal. The project plan shall include all items outlined in Section 2 and recognize the ultimate authority of MoDOT to approve the work plans.

### (C) EVALUATION CRITERIA AND PROCESS

**(1) Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following processes: See section 2B for explanation of the following processes.

- A. Proposed Methods of Performance (100 points)
  - 1) Develop a Strategic Plan and Goals for the program-20 points
  - 2) Develop a Communication Plan-20 points
  - 3) Conduct and/or arrange seminars and workshop training sessions -15 points
  - 4) Provide information service and technology transfer material -10 points
  - 5) Evaluate effectiveness of the program-15 points
  - 6) Provide quarterly data to MoDOT for MoDOT's reporting requirements-10 points
  - 7) Provide updates and gather feedback from MoDOT/FHWA and Advisory Committee-10 points
- B. Personnel - 50 points
- C. Value (services provided for the project budget) – 50 points

**(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 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	
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 [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](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 and FHWA.

**(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.



