

Missouri Department of Transportation
Patrick K. McKenna, Director

1.888.ASK MODOT (275.6636)

January 31, 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 project **TR202014** entitled, “**Development of a Surface Transportation Impact Factor for Winter Severity Indices**”. Your submittal must include a work plan, cost estimate, 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 the [Research Director](#) by **March 13, 2020 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



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

CCO Form: CM09
Approved: 04/11 (AR)
Revised: 01/15 (ASB); 03/17 (BDG)
Modified:

REQUEST FOR PROPOSALS
Development of a Surface Transportation Impact Factor for Winter Severity Indices
TR202014

TABLE OF CONTENTS

SECTION (1): GENERAL DESCRIPTION AND BACKGROUND	3
(A) Request for Proposal	3
(B) Background	3
(C) Fiscal Year	3
(D) Contract Period and Budget	4
(E) RFP Schedule.....	4
(F) Project Schedule:	4
SECTION (2): SCOPE OF WORK.....	6
(A) Services	6
(B) Specific Requirements	6
(C) Administration of Program	8
SECTION (3): PROPOSAL SUBMISSION INFORMATION.....	8
(A) SUBMISSION OF PROPOSALS.....	8
(1) Submission.....	8
(2) Submission Confirmation	8
(3) Electronic Signatures	8
(4) Submission of All Data Required	8
(5) Public Inspection.....	8
(6) Clarification of Requirements.....	8
(B) REQUIRED ELEMENTS OF PROPOSAL.....	9
(1) Work Plan	9
(2) Organization’s Project Experience	9
(3) Team Member Experience.....	9
(4) Organization’s Client References	9
(5) Submission Criteria:.....	9
(C) EVALUATION CRITERIA AND PROCESS.....	9
(1) Evaluation Factors	9
(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	13
(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.....	16
(X)	Insurance.....	16

LIST OF ACRONYMS

FHWA	Federal Highway Administration
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals
WSI	Winter Severity Index

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

(A) Request for Proposal: This document constitutes an RFP from qualified organizations to conduct the TR202014, **Development of a Surface Transportation Impact Factor for Winter Severity Indices** study for the MHTC and Missouri Department of Transportation (MoDOT). MHTC reserves the right to reject any and all proposals for any reason whatsoever.

(B) Background:

Winter severity indices have been utilized for several years by a variety of groups and organizations who deal with winter weather. These indices take into account weather attributes such as total snow and/or ice accumulation, snow and ice rates, persistence of cold weather and other variables, and quantify those attributes by event or events to give a historical perspective of the weather being evaluated. This index can then be used to compare response costs to weather events of varying intensities. Unfortunately, the intensity of the weather event alone doesn't give the full picture of the challenges of responding to that event.

The true "total" cost of [responding to] a winter event is affected by a combination of the severity, timing and location of the winter event, along with its effect on the surface transportation system and area traffic. To further illustrate, a winter event with a set intensity (severity) that hits during peak rush hour on a Friday afternoon in an urban setting will have a much higher impact than a winter event of the exact same intensity coming in at two o'clock on a Sunday morning in a rural setting.

The purpose of this research project is to determine those impacts, quantify them, and develop a factor that can be applied to a winter severity index value to take into account the timing, location and underlying effects of those winter events and to normalize the events for reporting purposes. Because MoDOT districts present a wide variance in weather patterns and population densities depending on the district, the study will need to be performed at a county level.

The primary objectives of this project are as follows:

- Review past efforts to analyze and compare winter events across a range of areas, populations and traffic volumes/scenarios.
- Evaluate data, formulate criteria and thresholds, and establish a method to normalize winter events across various Missouri counties.
- Develop a tool by which the calculation of an impact factor can be easily repeated for multiple winter events across an entire season.

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

(D) Contract Period and Budget: The contract period will run for 15 months. The contract budget must not exceed \$150,000, as stipulated in Section (2)(A). Please note, a cost estimate shall be submitted as part of the proposal (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 unless otherwise noted. See Section 3 (A) for more details. 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. Time is of the essence for responding to the RFP within the submission deadlines.

Date:	Action:
January 31, 2020	MoDOT posts RFP to the website: https://www.modot.org/research-requests-proposal .
February 17, 2020 10:00 AM (CST)	Written comments or questions must be submitted to MoDOTResearchRFP@modot.mo.gov .
February 28, 2020	MoDOT will post responses publicly on the website: https://www.modot.org/research-requests-proposal .
March 13, 2020 10:00 AM (CST)	Submission deadline for proposals.
April 1, 2020	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 April 29, 2020. Proposals need to include a work plan with a proposed timeline. For a sample of a work plan template, see link in Section (G). Changes to our estimated project timeline below will be considered, however, timeline extensions cannot be guaranteed. The project timeline will be discussed and finalized during the kickoff meeting.

Date:	Milestone:
May 14, 2020	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.

June 30, 2020	Quarterly report due.
September 30, 2020	Quarterly report due.
December 31, 2020	Quarterly report due.
March 31, 2021	Quarterly report due.
April 30, 2021	Draft final report and research summary are due. The draft documents shall be submitted to MoDOT approximately two months prior to the final report.
July 1, 2021	Final report, research summary and presentation (if required) 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.
July 30, 2021	Final invoice due.
July 30, 2021	Contract ends.

(G) Project Deliverables:

For report and plan templates and forms, see: <https://www.modot.org/information-researchers>.

Email Communications: E-mail and phone communications between the Principal Investigator(s) and MoDOT contacts as necessary are required to provide on-going updates of progress throughout the project.

Data Management Plan: The plan is a formal document that describes the data that is acquired, created or produced during the project, specifies who owns it and who can access it as well as information on how it will be described, managed, analyzed, stored, shared, and preserved during and after the project is over. Please refer to templates on the website.

Quarterly Reports: Quarterly reports should be submitted throughout the project on the last day of March, June, September and December. The quarterly reports are not intended to replace any additional correspondence between the research team and MoDOT needed to keep the project moving. Please refer to template on the website.

Draft Final Report and Research Summary: 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 templates on the website.

Final Report/Final Research Summary: After MoDOT’s review is complete and documents have been edited to MoDOT’s satisfaction, final documents should be submitted as Word and PDF documents (unless otherwise instructed). Please refer to summary template on the website.

Final Presentation: May be required. The contractor will present the results, recommendations, and implementation ideas to MoDOT and other stakeholders. The contractor will coordinate location, date, and meeting fees with MoDOT. For stakeholder and agency participants, any travel and lodging fees are to be covered by individual attendees or their firms. MoDOT and stakeholders will provide feedback to the contractor, especially related to implementation.

SECTION (2): SCOPE OF WORK

(A) Services: The successful Offeror shall provide the following services not to exceed \$150,000. The Offeror shall provide a literature review and evaluation of relevant impacts to traffic during a winter event and the internal MoDOT operational costs as well. The Offeror will propose a method with which to quantify the impacts of a winter event on mobility and MoDOT operational responses so that the response costs to winter events can be normalized across a wide variety of rural and urban environments. The final product will be a tool in which the quantification/calculation can be replicated for specific events across the state. See the Specific Requirements section below for a more detailed description on the services that are to be provided.

(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.

The task descriptions below are intended to provide guidance in development of the research. For report templates and a standard form, see: <https://www.modot.org/information-researchers>.

Task 1

Project Management

The contractor will facilitate a kick-off meeting with MoDOT to review the work plan, scope, and schedule; and establish a protocol for regular ongoing communication and coordination with the team. This proposal will serve as the Draft Work Plan, to be discussed in the kick-off meeting. Upon comments received during the meeting and/or in writing, the contractor will incorporate those comments into a Final Work Plan.

The contractor will conduct a quarterly status meeting to review progress for the previous period and anticipated work for the next period. Contractor will also develop minutes for the kick-off meeting and each of the quarterly status meetings.

Task 2

Literature Review

The Contractor shall perform a review of existing practices and literature regarding the assessment of winter event response costs and effectiveness, efforts aimed at quantifying travel delay and added costs brought on by winter events, along with other related attempts to normalize winter weather impacts across various regions and population densities.

Task 3

Identify Measures and Factors for Analysis

Building on information gathered in the Task #2, the Contractor will identify measures that impact or are contributing factors that magnify a winter event's effect on a region (in this case, county). These measures or factors may include (but are not limited to): Vehicle Miles Traveled (VMT), changes to observed speed, traffic volumes, incidents, road closures, and so on.

Task 4

Establish Baseline Standards for Measures/Factors

Using available data from the Winter Events Database, in coordination with any relevant data obtained through National Weather Service or similarly accredited weather outlets, formulate a means to establish a "baseline" winter event for all 114 Missouri counties using data from, at minimum, the last five (5) winter seasons.

Baselines for relevant factors (i.e., traffic movement, accessibility, incidents, etc.) to be incorporated into the Impact Factor formulation or criteria should also be established for all Missouri counties over the timeframe set forth.

A proposed plan for establishing these criteria, or at minimum outlining method and techniques that will be employed in determining data thresholds (along with calculating impact in Task 5), must be submitted as part of the proposal, in an effort to demonstrate the Offerer's experience, insight or capability in providing the desired results for this project.

Task 5

Data Evaluations and Impact Calculations

Using available historical weather and traffic data, evaluate the severity and effects of winter weather events over the last three (3) winter seasons against the established "baselines" in an effort to quantify the impact of a winter weather event based on changes to identified/analyzed measures or indices.

The evaluations and resulting impact calculation(s) generated in this task will serve as a means to normalize the expenditures related to the response activities for a winter event and the collective winter season and provide a measure by which to compare the winter event response of different counties across the state. The calculation(s) generated during this task should be verified for accuracy and repeatability over the given timeframe.

Task 6

Develop Impact Calculation Tool

The Contractor will develop a tool such that the impact factor can quickly be calculated for affected counties following a winter event by MoDOT personnel.

The form of the tool is at the discretion of the Offerer, but consideration for the various forms of referenced/imported data and other information streams should be taken into account, so

that the process for calculating the impact factor of a statewide winter storm event, county-by-county, takes minimal effort, is straightforward and easily repeatable.

(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) **Submission Deadline:** Proposals must be emailed by 10:00 AM (Central Standard Time) according to email time stamp by the submission date in the RFP Schedule to the Research Director's attention (Jennifer Harper) at: MoDOTResearchRFP@modot.mo.gov. Please reference the project title and number since more than one RFP may be due at one time. Electronic proposals are required.
- (2) **Submission Confirmation:** You will receive an email confirmation after your proposal has been received. If you do not receive such a confirmation by 12 noon (Central Standard Time) on the day of the deadline, please contact us at MoDOTResearchRFP@modot.mo.gov as soon as possible. Your submission should not be considered received until you have received your email confirmation.
- (3) **Electronic Signatures:** As part of the eAgreements process, MoDOT uses an electronic signature tool, DocuSign, for signing agreements electronically. All parties of the agreement must agree to sign electronically in order to utilize the electronic signature option. If your proposal is selected, you will be informed about how to obtain your credentials for electronic signatures (including how to become a MoDOT vendor if you are not already).
- (4) **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.
- (5) **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.
- (6) **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. Please reference the project title and number with your inquiry.

(B) REQUIRED ELEMENTS OF PROPOSAL

- (1) Work Plan:** A narrative style description must be included of how the Offeror will work with MoDOT in order to fulfill project-specific requirements. The work plan shall include all items outlined in Section 2 and recognize the ultimate authority of MoDOT to approve the work plans.
- (2) Organization's Project Experience:** The proposal must clearly identify the Organization'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 organization has served during this time period or currently serves. Please highlight any work you have done with other state agencies or local governments.
- (3) Team Member Experience:** Please list all team members (including subcontractors) proposed to work on the project. Attach licenses, certifications, and resumes for key personnel.
- (4) Organization's Client References:** Proposals should indicate the name, title, and telephone number of at least three clients within the past three years.
- (5) Submission Criteria:** Proposals must be no more than 10 pages with a font size no less than 11 points. This length limit does not include the forms for Proposal Submission, Organization's Project Experience, Team Member Experience, Organization's Client References, and cover letter (if included, one page maximum). 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) Work Plan; 4) Price Page; 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.

Correct proposal submission is one of the evaluation criteria. If submission instructions are not followed, the Offeror risks an automatic 10 point deduction (out of 100 total points) when points are awarded during the Proposal Evaluation Process.

- (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 the 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**

Note: The Offeror may use this page as a form in the proposal submittal. The Offeror may also use their own standard form to detail the cost estimate.

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

Cost Estimate	
Expenses	Estimated Amount
Salaries	
Benefits	
Operating Expense	
F&A Cost	
Miscellaneous (list-attach additional sheet if needed)	
Total	

**SECTION (5):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different Offeror.

(A) MHTC's Representative: MoDOT's Research Director, Jen Harper, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Construction and Materials Division. As the work of the Offeror progresses, advice, and information on matters covered by the Agreement shall be made available by the Offeror to the Construction and Materials Division throughout the effective period.

(B) Release to Public: No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.

(C) Assignment: The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.

(D) Status as Independent Contractor: The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

(E) Components of Agreement: The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(F) Amendments: Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) MBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) Executive Order: The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) Incorporation of Provisions: The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ

an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at <https://www.uscis.gov/e-verify>.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

(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.

(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.