

Missouri Department of Transportation

Patrick K. McKenna, Director

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September 20, 2021

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 **TR202208** entitled, “**Bat Use of Bridges and Culverts**”. Your submittal must include a project plan, the proposed project team and its background, and any related projects now active or recently completed by your firm.

The selection committee will make its choice based on the provided criteria. A “not to exceed” budget amount is included to assist with the required scope.

Please submit all proposals to MoDOTResearchRFP@modot.mo.gov by **November 1, 2021 at 10:00 AM (CST)**. More information about project contracting in general can be found at: <https://www.modot.org/information-researchers>.

Sincerely,



Research Director

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

**REQUEST FOR PROPOSALS
BAT USE OF BRIDGES AND CULVERTS
TR202208**

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LIST OF ACRONYMS

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

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 **TR202208 Bat Use of Bridges and Culverts** study for the MHTC and Missouri Department of Transportation (MoDOT).

(B) Background: Bats occasionally use transportation structures like bridges and box culverts as either day or night roosts. Such structures may serve as day roosts that protect bats from predators, buffers against harsh weather conditions, and generally provide favorable microclimates for resting or raising their young. Bridge expansion joints or other crevices provide attractive day roost conditions for bats. Night roosts, where bats gather to digest their food between nightly feedings, are often found in open areas between bridge support beams that are protected from the wind.

Missouri is home to fourteen species of bats, with some being classified as federally endangered or threatened under the Endangered Species Act (ESA), and some proposed for listing on the ESA. This project will focus on five species of bats:

- Indiana Bat (endangered)
- Gray Bat (endangered)
- Northern long-eared Bat (threatened)
- Tricolored Bat (proposed)
- Little Brown Bat (proposed)

On certain bridge or culvert projects, MoDOT is required to inspect a structure for presence and use by bats before any work can be started and report findings to the local Missouri Fish and Wildlife Service Field Office. Due to the height, width, placement over water and general complexity of some structures, MoDOT Environmental Specialists sometimes find it difficult to carefully search all of the joints and crevices.

In this project, MoDOT would like to refine what the department already knows and learn more about bats using transportation structures such as bridges and box culverts, along with what technologies may be available to aid in inspecting structures for bats. MoDOT is interested in learning proper techniques to temporarily keep bats off transportation structures for construction or maintenance operations. Depending on the results obtained from this project, the department may conduct a phase 2, for procedures and implementations.

Some of the questions to be answered in this research project include, but are not limited to;

- What types of structures are considered suitable bat habitat?
 - What features attract bats to a bridge or culvert and why?
 - Are there bridges or culverts that can be ruled out as not suitable based on its features? (i.e. width of expansion joint is too narrow or too wide; area receives too much sunlight or too many flood/high water events)

- What technologies are available to survey for bat presence/absence and use of bridges and culverts?
 - The Missouri Department of Conservation provided a demonstration to MoDOT to determine if thermal imaging cameras could be used to detect bat heat signatures. The method showed some promise, but the department would like more information on the use of thermal imaging technology for these types of detection surveys.
 - What other methods have been tested and are currently employed to detect bats on transportation structures? What is their success rate in detecting bat presence and use of bridges and culverts?
 - Are any DOT's using drones for bat surveys?
 - Are there technologies such as small and maneuverable cameras that allow for checking tight crevices and cracks where a human eye can't see well?

- What technologies are available to help temporarily or permanently deter bats from transportation structures?
 - What methods could be used to temporarily keep bats off structures?
 - Are there technologies that have been successfully employed to deter bat use of a structures?
 - Are there any methods currently being used or considered by wind energy companies that are trying to deter bats from foraging around turbines that could be used at transportation structures (e.g. noise, lighting) to keep bats from returning?

- What impact do these potential exclusion methods likely have on bats?
 - Could some methods result in the permanent abandonment of a structure?
 - Could some methods result in severe stress and/or death of bats?

- What impacts do construction projects have on bats?
 - Does high lumen lighting used by contractors completing night work negatively affect bats?
 - Are some types of lights more or less disruptive? (i.e red lighting, high/low lumen)
 - Are some forms of noise or loudness (low/high decibel or sounds in the ultrasonic range) more or less disruptive?
 - What conservation measures could the department use to help reduce adverse impacts to bats?

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

(D) Contract Period and Budget: The contract period will run for **9 months**.

(E) RFP Schedule: The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. The time of day for the following events shall be between 7:30 am and 4:00 pm, Central Standard Time. MoDOT reserves the right at its sole

discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

Date:	Action:
9/20/2021	MoDOT posts RFP to the website: https://www.modot.org/research-requests-proposal .
10/4/2021	Written comments or questions must be submitted to MoDOTResearchRFP@modot.mo.gov . This is the only acceptable method for contact regarding the RFP and contacting MoDOT employees via other methods is prohibited. Not adhering to this rule is cause for disqualification of the proposal. This includes all requests for information, data, and manuals.
10/18/2021	MoDOT will post written responses publicly on the website: https://www.modot.org/research-requests-proposal
11/1/2021 10:00 AM (CST)	Written proposals must be submitted to MoDOTResearchRFP@modot.mo.gov .
11/22/2021	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 **January 3, 2022**. 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.

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

1/12/2022 – Kick-off meeting A kick-off meeting with MoDOT will be scheduled to discuss project requirements and deliverables. The dates of key milestones and deliverables will be determined from this meeting.

6/30/2022 – Draft Report due: A draft final synthesis report is required. One or more revisions should be anticipated. A final report must have the standard documentation form completed and should have sections consistent with the typical research report.

7/29/2022 – Final Presentation due: The contractor will present the results, recommendations, and any implementation ideas to MoDOT and other stakeholders by this date. The contractor will coordinate location and date with MoDOT.

8/31/2022 – Final Report due: A completed final synthesis report is due. It is important to complete any corrections to the final report by this due date.

9/30/2022 – Final Invoice due: Any invoices for project are due by this date.

9/30/2022 – Contract Ends: The contract will end on this date.

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

SECTION (2): SCOPE OF WORK

(A) Services: The successful Offeror shall provide the following services not to exceed **\$60,000**. The Offeror shall provide MoDOT with an overall synthesis of information collected about bats using transportation structures such as bridges and box culverts, along with what technologies that may be available to aid in inspecting structures for bats. MoDOT is also interested in learning proper techniques to temporarily keep bats off structures for construction or maintenance operations. Depending on the results obtained from this project the department may conduct a phase 2, for procedures and implementations.

This project will focus on five species of bats:

- Indiana Bat (endangered)
- Gray Bat (endangered)
- Northern long-eared Bat (threatened)
- Tricolored Bat (proposed)
- Little Brown Bat (proposed)

The finalized work plan will detail implementation of the following tasks as well as the resources and schedule required to carry them out.

TASK 1: Project Management

The contractor will facilitate a kick-off meeting with MoDOT to review the work plan, scope, and schedule; and establish a protocol for regular ongoing communications and coordination with the team. The contractor will also develop minutes for the kick-off meeting and any status meetings that may be held during the project.

TASK 2: Research and Literature Search

The contractor will conduct a literature search and research the use and selection of bridges and culverts by bats, along with any technologies available to aid in transportation structure inspections for bats. Research will also be conducted on the proper techniques to temporarily keep bats off structures for construction or maintenance operations. Techniques and best practices by other transportation agencies shall also be investigated.

TASK 3: Respond to Questions and Concerns

After researching past studies along with investigating other transportation agencies' best practices and procedures, the contractor will respond to questions and concerns of MoDOT. Questions and concerns include but are not limited to:

- What types of structures are considered suitable bat habitat?
 - What features attract bats to a bridge or culvert and why?
 - Are there bridges or culverts that can be ruled out as not suitable based on its features? (i.e. width of expansion joint is too narrow or too wide; area receives too much sunlight or too many flood/high water events)

- What technologies are available to survey for bat presence/absence and use of bridges and culverts?
 - The Missouri Department of Conservation provided a demonstration to MODOT to determine if thermal imaging cameras could be used to detect bat heat signatures. The method showed some promise, but the department would like more information on the use of thermal imaging technology for these types of detection surveys.
 - What other methods have been tested and are currently employed to detect bats on transportation structures? What is their success rate in detecting bat presence and use of bridges and culverts?
 - Are any DOTs using drones for bat surveys?
 - Are there technologies such as small and maneuverable cameras that allow for checking tight crevices and cracks where a human eye can't see well?

- What technologies are available to help temporarily or permanently deter bats from transportation structures?
 - What methods could be used to temporarily keep bats off structures?
 - Are there technologies that have been successfully employed to deter bat use of a structure?
 - Are there any methods currently being used or considered by wind energy companies that are trying to deter bats from foraging around turbines that could be used at transportation structures (e.g. noise, lighting) to keep bats from returning?

- What impact do these potential exclusion methods likely have on bats?
 - Could some methods result in the permanent abandonment of a structure?
 - Could some methods result in severe stress and/or death of bats?

- What impacts do construction projects have on bats?
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 - Are some types of lights more or less disruptive? (i.e red lighting, high/low lumen)
 - Are some forms of noise or loudness (low/high decibel or sounds in the ultrasonic range) more or less disruptive?
 - What conservation measures could the department use to help reduce adverse impacts to bats?

TASK 4: Develop Draft Report and Research Summary

TASK 5: Presentation to MoDOT

TASK 6: Develop Final Report and Research Summary

(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.

(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 (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, 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 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.

(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 ten (10) pages in length, with a font size no less than 11 points. This length

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

(C) EVALUATION CRITERIA AND PROCESS

(1) Evaluation Factors: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

- A. Experience, expertise and reliability;
- B. Proposed method of performance;
- C. Cost, fees and expenses;
- D. Overall clarity and quality of proposal; and
- E. Other preferred attributes.

(2) Historic Information: MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

(3) Responsibility to Submit Information: The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that both MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

(1) Cost Estimate: The Offeror must submit a proposed cost estimate for all services defined in the Scope of Work. This estimate must be shown on Section (4), Price Page, of this proposal which must be completed, signed, and returned with the Offeror's proposal. A detailed budget will be developed at a later date (for template see: <https://www.modot.org/information-researchers>).

**SECTION (4):
PRICE PAGE**

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

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

**SECTION (5):
AGREEMENT REQUIREMENTS**

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

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

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

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

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

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

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

(G) MBE/WBE Participation Encouraged:

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

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

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

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

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

(K) Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-

administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

(L) Proof of Lawful Presence for Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

(M) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

(N) Law of Missouri to Govern: The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(O) Cancellation: MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.

(P) Venue: No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its

performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.

(Q) Ownership of Reports: All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

(R) Confidentiality: The Offeror shall not disclose to third parties confidential factual matters provided except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.

(S) Nonsolicitation: The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(T) Conflict of Interest: The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.

(U) Maintain Papers: The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

(V) Indemnification: The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

(W) Federal Funding Accountability and Transparency Act of 2006: The (City/County/Grantee) shall comply with all reporting requirements of the Federal Funding

Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(X) Insurance: Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- a. General Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

