



If you have any questions, please contact:

Procurement Entity **State of Missouri**
Buyer **LORI TACKETT**

Location

Phone

Fax

E-mail **LORI.TACKETT@MODOT.MO.GOV**



State of Missouri

Missouri Department of Transportation



Responses are preferred to be submitted electronically via MissouriBUYS, powered by MOVERS.

ATTENTION:

1. After reviewing the solicitation, the vendor must complete and return **all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the solicitation's Supplier Response Exhibits, suppliers are encouraged to IMMEDIATELY begin securing these verifications.
3. The supplier must be registered in MissouriBUYS (Powered by MOVERS) **to be considered for contract award**.

INSTRUCTIONS:

1. From the Table of Contents on the left-hand side of this screen, navigate to the Contract Terms section and click the Download Contract button to review the solicitation terms in its entirety.
2. Navigate to the Lines and Requirements sections to review and download any available attachments.
3. Click Create Response to enter your response.



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1 Overview

1.1 General Information

Title	MoDOT and MSHP Medical Plan and Pharmacy Consulting		
Synopsis	This document constitutes a RFP from prospective qualified Offerors to provide Pharmacy Consulting services to the Missouri Department of Transportation (MoDOT) and the Missouri State Highway Patrol (MSHP) Medical and Life Insurance Plan (Plan), as set forth in this RFP. The contract period for the performance of the services described in this RFP is from January 1, 2027 through December 31, 2029, with two (2) one-year renewal options. MoDOT will only receive proposals electronically through MissouriBUYS, powered by MOVERS. Proposals will not be accepted by email.		
Buyer	LORI TACKETT	Outcome	Blanket Purchase Agreement
E-Mail	LORI.TACKETT@MODOT.MO.GOV		

1.2 Schedule

Close Date	07/20/2026 2:00 PM	Open Date	06/19/2026 9:00 AM
Time Zone	Central Time		

1.3 Additional Information

Pre-Bid/Pre-Proposal Conference Date and Time	00+00:00
Pre-Bid/Pre-Proposal Conference Location	
Tour Date and Time	00+00:00
Tour Location	
Tour Contact Name	
Tour Contact Phone #	
Tour Contact Email	

1.4 Solicitation Controls

Response Visibility	Sealed
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Lines Settings

Rank Indicator	No indicator displayed
Ranking Method	Price only

1.5 Terms

Agreement Start Date	Agreement End Date
Agreement Amount (USD)	Minimum Release Amount (USD)
Payment Terms	Freight Terms
Shipping Method	FOB
Solicitation Currency	Price Precision
USD (US Dollar)	2



1.6 Attachments

File Name or URL	Type	Description
Appendix A.pdf	File	Data Information



2 Requirements

**Response is required*

REQUIRED EXHIBITS

The Offerors should complete and upload the below Exhibits here in the Requirements Section. The Required Exhibits include:

1. Exhibit 1 - Pricing Page
2. Exhibit 2 - Annual Worker Eligibility Verification Affidavit
3. Exhibit 3 - Affidavit of Lawful Presence for Sole-Proprietorship or Partnership
4. Exhibit 4 - Anti-Discrimination Against Israel Act Certification

OFFEROR PROPOSAL

The Offeror shall upload their Proposal here in this section for evaluation.

PLEASE CONTACT THE BUYER OF RECORD, LORI TACKETT, SHOULD YOU HAVE ANY QUESTIONS ABOUT THIS SECTION.

2.1 Section 1. REQUIRED EXHIBITS

- *1. **Exhibit 1 - Pricing Page** - Type "confirm" in the textbox that you have completed and uploaded Exhibit 1. This exhibit for pricing must be completed and uploaded here in this section. If the Offeror fails to upload a completed Exhibit 1, then they may be considered non-responsive to this RFP.

Attachments:

File Name or URL	Type	Description
Exhibit 1 - Pricing Page.pdf	File	

Response attachments are required.

Comments:

- *2. **Exhibit 2 - Annual Worker Eligibility Verification Affidavit** - Confirm that you have completed and uploaded Exhibit 2 or that this Exhibit does not apply to your company by typing a comment in the textbox. The Offerors should complete and upload Exhibit 2 or Exhibit 3, but not both.

Attachments:

File Name or URL	Type	Description
Exhibit 2 - Annual Worker Elig	File	

Response attachments are optional.



Comments:

- *3. **Exhibit 3 - Affidavit of Lawful Presence for Sole-Proprietorship or Partnership** - Confirm that you have completed and uploaded Exhibit 3 or that this Exhibit does not apply to your company by typing a comment in the textbox. The Offerors should complete and upload Exhibit 2 or Exhibit 3, but not both.

Attachments:

File Name or URL	Type	Description
Exhibit 3 - Applicant Affidavi	File	

Response attachments are optional.

Comments:

- *4. **Exhibit 4 - Anti-Discrimination Against Israel Act Certification** - Type "confirm" in the textbox that you have completed and uploaded Exhibit 4.

Attachments:

File Name or URL	Type	Description
Exhibit 4 - Anit-Discriminatio	File	

Response attachments are required.

Comments:

2.2 Section 2. OFFEROR PROPOSAL

- *1. The Offeror must upload their complete Proposal for this RFP here in this section. Then type "completed" in the textbox.

Response attachments are required.

Comments:



3 Lines

Instructions **ATTENTION OFFEROR(S):**

1. The Offerors must submit an amount of \$0.00 to move through this RFP in MissouriBUYS (powered by MOVERS). This system requires a dollar amount (use \$0.00) to be entered.
2. The Offeror must download and complete Exhibit 1 - Pricing Page in order to be responsive to this RFP. This exhibit is in the "Requirements" section.
3. **Should you have any questions about the instructions above, please contact the buyer of record at Lori.Tackett@modot.mo.gov.**

3.1 Line Information

Line	Estimated Quantity	Response Price	Line Amount	Response Minimum Release Amount
1-Medical Plan and Pharmacy Consulting Services				

3.2 Line Details

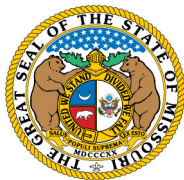
3.2.1 Line 1 Medical Plan and Pharmacy Consulting Services

Category Name	80101500 - BUSINESS AND CORPORATE MANAGEMENT CONSULTATION SERVICES
Allow Alternate Lines	No
Target Minimum Release Amount (USD)	Estimated Total Amount (USD)
Start Price (USD)	

4 Contract Terms



REQUEST FOR PROPOSAL (RFP) MODOT 0000000196SL

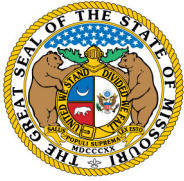


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VENDOR RESPONSIBILITY

The vendor is solely responsible for ensuring timely submission of their solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

The State of Missouri's Privacy Policy can be accessed [here](#).

VENDOR'S INSTRUCTIONS

Submission of Proposals

Vendors should complete and attach all applicable exhibits.

MODOT SECTION NUMBERING

Section Numbering

All section numbering contained in this solicitation is for the convenience of reference only and is not intended to define or limit the scope of any provision of this solicitation and may not be sequential.

SOLICITATION REQUIREMENTS

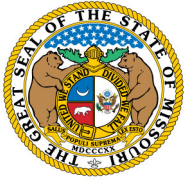
Instructions for Submitting a Response

The Missouri Department of Transportation advertises all bid solicitation documents on the MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system. To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Supplier Register" button at the top of the page, and completing the Vendor Registration.

IMPORTANT NOTICE TO ALL VENDORS:

The Missouri Department of Transportation prefers receipt of all bid responses as electronic submissions. Hard copy submissions may be permitted based on the circumstances and content of the relevant solicitation with the approval of the buyer five (5) business days prior to the solicitation close date.

The solicitation as it appears digitally on the MissouriBUYS website is the official document of record. It is incumbent on the Vendor to inspect and ensure any downloaded or printed version of



the solicitation contains all information, terms and conditions contained in the solicitation as it appears digitally on the MissouriBUYS website. In the event of any dispute regarding the contents of the solicitation, the solicitation as it appears digitally on the MissouriBUYS website shall take precedence and priority over any other downloaded or printed version of the solicitation.

1. MODOT RFP STANDARD PROPOSAL PROVISIONS

1.1. Solicitation Authority

The solicitation for the procurement of services referenced therein, is being issued under, and governed by, the provisions of Title 7 Missouri Department of Transportation, Division 10 Missouri Highways and Transportation Commission, Chapter 11 Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC/Commission), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Offeror's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of proposals and the award of the contract pursuant to this solicitation.

1.2. Proposals to be Submitted by Officer or Employee

All proposals must be submitted by a responsible officer or employee of the firm. Obligations assumed by such submission must be fulfilled.

1.3. MHTC Rights Reserved

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.

1.4. Personal Privacy Protection Act Notification

MHTC and MoDOT comply with all provisions in the Personal Privacy Protection Act found in section 105.1500, RSMo, and follow practices to keep confidential and sensitive information secure. Bidders acknowledge that submission of information is voluntary and that MHTC is not asking or requiring the submission of "personal information" as defined in the act. By submitting a bid, Bidders and Contractors agree to not to bring a suit against MHTC, or any employees, under section 105.1500, RSMo.

2. MODOT RFP PROPOSAL CERTIFICATION

2.1. Fee Proposal

The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this Request for Proposal (RFP). All services shall be performed at the fees offered and in accordance with the terms of this RFP.



2.2. Offeror's Certifications

By submission of the proposal, each Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor.
2. Unless otherwise required by law, the proposed prices have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor.
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
4. The Offeror certifies this proposal is made without any connection with any other person, firm, organization or business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

3. MODOT RFP GENERAL DESCRIPTION AND BACKGROUND

3.1. General Description

This document constitutes a RFP from prospective qualified Offerors to provide Pharmacy Consulting services to the MoDOT and Missouri State Highway Patrol (MSHP) Medical and Life Insurance Plan (Plan), as set forth in this RFP. It is the intent of this RFP to have the successful Offeror enter into a Consulting Agreement with MHTC (hereinafter Resulting Agreement), to supply said services as outlined herein.

3.2. Background

In accordance with Section 104.270 RSMo., MHTC, acting through the MoDOT and MSHP Medical and Life Insurance Plan Board of Trustees, (**Board**), provides a medical and prescription drug benefit program to members of the MoDOT and MSHP Employees' Retirement System (**MPERS**), and their dependents. The Plan is a self-insured medical plan and fully insured life insurance plan. The Plan has a carved-out pharmacy benefit plan, which is also self-insured. Plan prescription drug costs were \$30.3 million in calendar year 2025. Benefits are provided on a calendar-year basis. Specific benefit information, premium rates, contribution amounts for employer and employee/retiree, and additional information can be found at <https://www.modot.org/modot-mshp-employee-benefits>. Census Data for the past three years is included in Appendix A of this document. The Plan is currently contracted with Anthem for medical services and CarelonRx is the current Pharmacy Benefits Manager (**PBM**).

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, Missouri and is governed by the MHTC, a six (6) member Commission appointed by the Governor. The Central Office provides oversight and support to seven (7) geographical districts primarily responsible for delivery of MoDOT's mission and tangible results. Each district contains approximately fifteen percent (15%) of the total road mileage in the state highway system. MoDOT employs approximately five thousand one hundred (5,100) full-time employees. About eighty percent (80%) of those employees work in the seven (7) districts with the remainder working in the various divisions within the Central Office facility.



3.3. Contract Period

The Contract Period for the performance of the services described in this RFP is from January 1, 2027 through December 31, 2029. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to this RFP.

3.4. Renewal Period

The contract shall not bind, not purport to bind, the MHTC for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or any portion thereof. In the event the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Offeror and Commission, respectively.

3.5. Schedule of Events

Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

1. June 19, 2026 - Issuance of RFP.
2. July 2, 2026 - Deadline for Offerors to submit written questions and requests for clarification to the Buyer of Record, Lori Tackett.
3. July 7, 2026 - Issuance of Amendment with resolution to any questions submitted.
4. **July 20, 2026 at 2:00 PM, Central Time** - Deadline for submission of proposals and scheduled public reading of firm names of proposals received.

4. MODOT RFP SCOPE OF WORK AND SPECIFIC SERVICES

4.1. Scope of Work

The successful Offeror agrees to provide to MHTC the following services:

1. Provide benefit analysis and pharmacy consulting services for the Plan. Including, but not limited to, best practice guidelines, market trends, and PBM plan management and oversight.

4.2. Specific Services

The Offerors agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

1. **All Non-Medicare As Necessary** - Provide comprehensive prescription drug benefit utilization and large case management services. Work with PBM to coordinate clinical case management for individuals identified by the PBM.
 - a. Provide PBM vendor management, including Plan integrity management, operational, financial, contractual, and compliance audits.
 - b. Assist with Plan design, testing and implementation.
 - c. Coordinate with MHTC to conduct competitive bidding of service vendors under the procurement provisions of 7 CSR 10-11, (i.e., PBM), including drafting RFP,



detailed analytical assessment of vendor proposals, finalist interviews, site visits, vendor selection recommendations and implementation coordination and assistance.

- d. Assist with prescription drug plan design and related financial modeling based on re-pricing actual claims data and/or valuation of normative data.
- e. Train PBM staff on Plan processes to increase member service levels and minimize member complaints. Coordinate client-specific prior authorization and claims exception handling.
- f. Coordinate with MHTC to negotiate vendor contracts and service agreements, performance guarantees, and vendor renewals.
- g. Develop custom pharmacy provider network arrangements and direct contracting with pharmacies and manufacturers (if necessary) to improve financial performance and participant satisfaction.
- h. Review drug rebate arrangements; monitor for cost effectiveness and assess appropriateness and accuracy of payments.
- i. Design, implement and assess effective performance of customized drug utilization review procedures, clinical protocols, disease state management and specialty pharmacy programs.
- j. Provide drug formulary design, implementation and management.
- k. Provide prescription drug and eligibility data archiving and ad hoc reporting.
- l. Provide detailed analytical assessment of medical and/or prescription drug claims data to identify plan-specific cost drivers and develop recommendations to improve plan performance.
- m. Assist with cost forecasting and budgeting of pharmacy benefit program.
- n. Evaluate Maximum Allowable Cost (MAC) arrangements.
- o. Draft or review client-specific participant benefit communication material.
- p. Provide patient case management and physician/pharmacy outreach.
- q. Reconcile claims data to the PBM invoice for each payment cycle.
- r. Produce monthly claims reports to support actuarial review process.
- s. Maintain maximum co-payment listing (certain drugs that have no alternatives within a therapeutic class are limited to a maximum co-insurance amount of \$100. This is referred to as the "maximum co-payment" for plan members.)
- t. Coordinate clinical support and member appeals that require third-party intervention (typically involves interaction with healthcare providers, including pharmacies to resolve issues) with the PBM.
- u. Recommend and implement coverage for newly approved drugs.
- v. Recommend and implement customized clinical programs as approved by the Board.
- w. Support elevated member complaint resolution (potential disputes among plan, member, and PBM).
- x. Provide an hourly rate for special projects; projects not otherwise specified (these projects will require approval by the Plan Board of Trustees).
- y. Coordinate data and filing for participation in class-action lawsuits relative to the prescription drug industry.
- z. Assist with analysis of fiscal notes as to their impact to the Plan.
- aa. Coordinate plan copayment-assistance program that works with affected plan members to benefit from manufacturers or other sources that provide incentives to patients who utilize brand drugs. Includes patient contact, application assistance, tracking and measuring effectiveness.
- ab. Quarterly:
 - i. Provide quarterly data load (storage), reporting and analysis of plan utilization (received from PBM).
 - ii. Attend and/or conduct quarterly staff, vendor, and Board meetings; typically held in Jefferson City, MO.
 - iii. Maintain and support therapeutic drug class cost comparison database based on actual utilization and costs for the plan.
- ac. Annual:



- i. Complete claims audit of PBM (100% of adjudicated claims).
- ii. Complete performance guarantee audit of PBM.

2. Reporting Requirements

- a. All Reports will be utilized with calendar year-to-date data required for meeting all the specifications stated herein.
- b. All Reports will include the previous calendar year data as well as the current calendar year's data.
- c. Quarterly, Semi-Annual and Annual requirements shall be completed within sixty (60) days of the time period specified unless written permission is given by the MHTC Representative or designee.

3. Payment and Invoicing Requirements:

- a. Invoicing: The successful Offeror shall e-mail a monthly itemized invoice, to the Employee Benefits office, for providing Pharmacy Consulting Services in accordance with the provisions and requirements stated elsewhere herein. The successful Offeror must include the firm, fixed price on the invoice.
- b. Payment: The successful Offeror shall be paid the firm, fixed price per subscriber per month and additional applicable hourly rate specified on the Pricing Page of this RFP for Pharmacy Consulting Services actually provided. If a partial month of service is provided, the monthly amount due shall be divided by the total number of workdays in that particular month to obtain a daily rate. The daily rate shall then be multiplied by the number of days in the particular month for which service was provided and rounded to the nearest cent. Additionally, MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.
- c. Other than the payment(s) specified above, no other payments or reimbursements shall be made to the successful Offeror for any reason whatsoever.

5. MODOT RFP REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

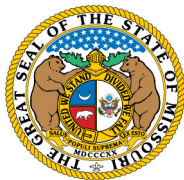
5.1. Required Elements of Proposal

Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. The proposal must be divided into sections corresponding to the list of elements described below.

5.1.1. Experience, Expertise and Reliability

With regard to documenting its experience, expertise, and reliability in performing the requested services, the Offeror must provide information related to previous and current contractual relationships considered identical or similar in scope to the one anticipated to result between MHTC and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:

1. Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.
2. Contract dates.
3. A brief, written description of the specific services provided, methods used, and



- the results associated with the specific services provided.
4. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to MHTC.

5.1.2. Qualifications and Expertise of Key Personnel

Each Offeror must provide detailed information documenting the experience and qualifications of the key personnel who would be assigned to perform work under the Resulting Agreement between MHTC and the successful Offeror entered into pursuant to this RFP. Acceptable information shall include, but not be limited to, resumes detailing education, qualifications, previous work assignments, training, continuing education, certifications, etc. A work assignment organizational chart should be included in this section. Staff may be changed if those personnel leave the organization, are promoted or are assigned to another office. These personnel may also be changed for other reasons at the discretion of the Offeror provided that replacements have substantially the same or better qualifications or experience. However, in all cases, MHTC retains the right to approve or reject replacements.

5.1.3. Proposed Method of Performance

Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.

1. By reading the proposal, MHTC must be able to gain a comfortable grasp of the services to be provided and the methods proposed by the Offeror to provide them. A detailed explanation should be included to understand how the services comply with the requirements of this RFP.
2. In order to show feasibility, a timetable setting forth appropriate milestones shall be included in Offerors proposal, with sufficient detail explaining how the Offeror will meet those timelines/milestones.

5.1.4. Proposed Fee

The Offerors must complete the pricing information in Exhibit 1 - Pricing Page.

1. **Per Subscriber Per Month (PSPM):** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Exhibit 1, Pricing Pages, of this proposal, which must be completed, signed and returned with the Offeror's proposal. Average number of subscribers is provided on Appendix A.
2. **The PSPM fee must be a "blended" rate.** Separate rates for various levels of expertise within an organization will not be accepted. For example, do NOT include a breakdown of different amounts for "senior consultant," "consultant," and "analyst." This amount must include any necessary services provided from any resource and must be one hourly price only.

5.1.5. References



Provide all references for which the Offeror firm provided services which are similar in nature to the services requested in this proposal over the past three (3) calendar years. MHTC reserves the right to determine which references to call and whether or not to call all references for all Offerors. The reference list should include:

1. The reference firm name, address, telephone number, and fax number.
2. List of reference firm owners names and addresses.
3. A brief description of services provided and location of work performed.
4. Dates of contract and/or performance of service.
5. A contact person familiar with the services provided including their name, address, email address and telephone number.

5.1.6. Proposal Evaluation

The proposals will be evaluated based on the adequacy of the Offeror's response in addressing each of the Required Elements of the Proposal listed above as well as any other evaluation methods referenced in this RFP.

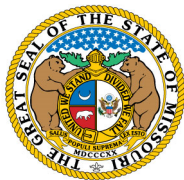
5.2. Submission of Proposals

5.2.1. Electronic Proposal Format

If an Offeror (referred to here as registered vendor or vendor) is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuy.mo.gov/bidboard.html>.

In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable. If MHTC determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

1. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments. Electronic copies of the proposal and electronic attachments should be searchable.
2. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received



- prior to the specified end date and time.
3. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. MHTC will consider the response with the terms most favorable to MHTC.

5.2.2. Hard Copy Proposal Format

If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.

1. The proposal should be page numbered and the signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
2. The vendor should include one (1) original proposal. The front cover of the original proposal should be labeled original.

5.2.3. Signatures

Any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

5.2.4. Pricing

The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices submitted. MHTC will not be liable for any charges beyond those detailed in the proposal.

1. MHTC shall not make any payment to the successful Offeror in advance of the services rendered by the successful Offeror.
2. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

5.2.5. Proposal Life

The Offeror must include a statement in the proposal that indicates the length of time during which MHTC may rely on all proposal commitments. All proposals made in response to this RFP and quoted pricing must remain in effect for a period of not less than 90 days after the date for proposal submission. Any proposal accepted by MHTC for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by MHTC.

5.2.6. Submission of All Information Required

The Offerors must respond to this RFP by submitting all the information required herein for its proposal to be evaluated and considered for award. Failure to submit all the required information shall be deemed sufficient cause for disqualification of a proposal from consideration.

5.2.7. Public Inspection



The Offerors are hereby advised that all proposals and the information contained in or related thereto are subject to Missouri Open Records Act and after contract award and execution of the Resulting Agreement shall be open to public inspection and may be viewed and copied by any member of the public; therefore, MHTC does not assume any responsibility whatsoever in the event that such information is used or copied by individual persons or organizations.

1. Offerors claiming a statutory exception to the Missouri Open Records Act must clearly identify any confidential documents. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.
2. MHTC will not consider prices to be confidential information.
3. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

5.2.8. Clarification of Requirements

It shall be the Offerors responsibility to ask questions, request changes or clarification, or otherwise advise MHTC/MoDOT if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

1. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Contact listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in the Schedule of Events.
2. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

5.2.9. Initial Screening

After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. MHTC reserves the right, in its sole discretion, to determine the interview method, format and location. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

5.2.10. Official Position of MHTC



Offerors are cautioned that the only official position of the MHTC and MoDOT is that which is issued by MHTC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

6. MODOT RFP EVALUATION FACTORS AND PROCESS

6.1. Evaluation Factors

The following factors shall be considered in the evaluation of the proposals:

6.1.1. Evaluation Criteria

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 criteria and maximum points per each criterion:

1. Experience, Expertise and Reliability - **30** Maximum Points
2. Qualification and Expertise of Key Personnel - **30** Maximum Points
3. Proposed Method of Performance - **20** Maximum Points
4. Proposed Fee - **20** Maximum Points

6.1.2. Historic Information

MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, presentations or interviews as applicable, references, or other sources, including but not limited to the listed subcontractors, in the evaluation process.

6.1.3. Responsibility to Submit Information

Each Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation criteria and MHTC 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.

7. MODOT RFP TERMS AND CONDITIONS

7.1. Agreement Components

The Resulting Agreement between MHTC and the successful Offeror shall incorporate by reference as its components the following: the RFP and any written amendments thereto and the proposal submitted by the successful Offeror in response to the RFP. In case of a conflict between or inconsistency in the terms contained in the RFP and the proposal submitted by the Offeror in response to the RFP, the terms of the RFP shall govern. In the event of a conflict between or inconsistency in the terms of the RFP and the Resulting Agreement, the terms of the Resulting Agreement shall govern. MHTC reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of



any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.

7.2. RFP Contact

The Assistant to the Chief Administrative Officer is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement. MHTC reserves the right to limit the authority of MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

7.3. Assignment

The successful Offeror shall not assign, transfer, or delegate any interest in the services to be provided under this RFP and the Resulting Agreement without the prior written consent of the MHTC representative. The successful Offeror may at its own expense employ clerical or technical assistance in the performance of the services under this RFP and the Resulting Agreement, such clerical and technical assistance provider being as fully bound as the Offeror to all confidentiality and work product provisions of this RFP and the Resulting Agreement.

7.4. Amendments

Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the successful Offeror and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the successful Offeror and Commission, respectively.

7.5. Disputes

Disputes Under the RFP and Resulting Agreement: The MHTC representative, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative, as applicable, shall be conclusive, binding, and incontestable.

7.6. Successors and Assigns

The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well



as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

7.7. Sole Beneficiary

The Resulting Agreement will be made for the sole benefit of the parties thereto and nothing in this RFP or the Resulting Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the successful Offeror.

7.8. Cancellation of Resulting Agreement

MHTC may cancel the Resulting Agreement at any time by providing the successful Offeror with a written notice of cancellation. Should the Commission exercise its right to cancel the Resulting Agreement, cancellation will become effective upon the date specified in the notice of cancellation.

7.9. Bankruptcy

Upon filing for any bankruptcy or insolvency proceeding by or against any Offeror or assignee, whether voluntarily, or upon the appointment of a receiver for the benefit of creditors, the Commission reserves the right and sole discretion to reject the Offeror's proposal, or, as applicable, either cancel the Resulting Agreement or affirm the Resulting Agreement and hold the successful Offeror responsible for damages.

7.10. Status of Independent Contractor

The successful 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 successful 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.

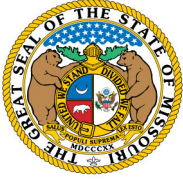
7.11. Subcontractor

Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Resulting Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

7.12. Nondiscrimination

The Contractor shall comply with all state and federal statutes applicable to the Contractor 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.).

1. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with these nondiscrimination provisions of the Contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:



- a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,
- b. cancellation, termination or suspension of the Contract, in whole or in part.

7.13. Executive Order

The Contractor 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, shall be incorporated herein by reference and made a part of the Contract.

1. The Contractor hereby certifies that any employee of the Contractor 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 Contractor 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 Contractor 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 cancellation, termination or suspension in whole or in part or both.
3. The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor 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.

7.13.1. Incorporation of Provisions

The successful Offeror shall include the provisions of this paragraph in every subcontract. The successful 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.

7.13.2. Failure to Comply

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 reject the Offeror's proposal or, as applicable, 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.

7.13.3. Offeror's Certification

By signing the proposal to this RFP, the Offeror hereby certifies that any employee of the Offeror assigned to perform services herein is eligible and authorized to work in the United States in compliance with federal law.



7.14. 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 (5,000) by the State or by any political subdivision of the State to any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

7.14.1. Enrollment in Federal Work Authorization Program

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 Offeror 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 Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

7.14.2. Annual Worker Eligibility Affidavit

By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as Exhibit 2.

7.15. Proof of Lawful Presence for Sole Proprietorships and Partnerships

If the Offeror 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. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as Exhibit 3.

7.16. Requirements to do Business in Missouri

Out-of-state Offerors must comply with the following requirements to do business in Missouri:

7.16.1. Registration with Secretary of State



The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

7.16.2. Transient Employer Certificate

All out-of-state Offerors providing services within the State of Missouri must provide a copy of their current Transient Employer Certificate issued from the Missouri Department of Revenue. For assistance with obtaining a Transient Employer Certificate, please call the Missouri Department of Revenue at (573) 751-0459.

7.17. Law of Missouri to Govern

This RFP and the Resulting 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 this RFP and, if applicable, the performance of the Agreement.

7.18. Venue

It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this RFP or Resulting Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

7.19. Ownership of Records

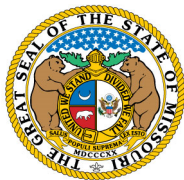
All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

7.20. Release to Public/Confidentiality

No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of MHTC's representative. The Offerors shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offerors shall notify MHTC immediately of any request for such information.

7.21. Prohibition Against Kickbacks and Gratuities/Non-solicitation

Any kickback, gratuity, or other payment by the Offeror to any person employed by or on behalf of the Commission is prohibited except when such payment is made pursuant to the express terms of this RFP and, as applicable, the Resulting Agreement. Each Offeror warrants that it has not employed or retained any company or person, other than a bonafide employee working for the Offeror, to solicit or secure this RFP and as applicable the Resulting Agreement, and that the Offeror has not paid or agreed to pay any company or person, other than a bonafide employee, a fee, commission, percentage, brokerage fee, gift, or other consideration, which is contingent upon or Resulting from the award of this RFP and, as applicable, the Resulting Agreement. For breach or violation of this warranty, the Commission shall have the right to reject the Offeror's proposal and, as applicable, annul the Resulting Agreement without liability, or in its discretion, to withhold or recover said amounts from the compensation due or paid under the Resulting



Agreement.

7.22. Preferences

In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10- 11.020(9). Contractors should apply the same preferences in selecting subcontractors.

1. Bidders 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.

7.23. Conflict of Interest

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo, regarding conflict of interest. Additionally, section 226.090 prohibits any member of the Highways and Transportation Commission, engineer, or other person appointed or employed by the commission from having any direct or indirect pecuniary interest in, or acting as agent for, the sale of road or bridge building material, equipment, tools, machinery, or supplies or in any contract for the construction or maintenance of state highways or bridges, or the financing thereof.

1. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

7.24. Audit of Records

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

7.25. Indemnification

Each 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 submittal of its proposal in response to the RFP, performance of its obligations under this RFP and, as applicable, the Resulting Agreement.

7.26. Insurance

The Offeror shall maintain or cause to be maintained at Offeror's own expense the following insurance coverages to protect against negligent acts of the Offeror or its subcontractors directly or indirectly



employed by any of them. Upon request from the Commission, the Offeror shall provide the Commission with certificates of insurance evidencing the required in force coverages. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

1. General Liability: Not less than \$600,000 for any one person in a single accident or occurrence and not less than \$4,000,000 for all claims arising out of the accident or occurrence for liability for bodily injury, property damage, and personal and advertising injury;
2. Business Automobile Liability: Not less than \$600,000 for any one person in a single accident or occurrence, and not less than \$4,000,000 for all claims arising out of any single accident or occurrence covering owned, rented, borrowed or hired vehicles associated with the work;
3. Missouri State Workers' Compensation coverage or equivalent in accordance with Missouri state law. Coverage shall be extended to include \$1,000,000 employer's liability insurance.
4. The required limits in Sections 7.26.1 and 7.26.2 can be met in any combination of primary and excess / umbrella liability policies.

For General Liability and Business Automobile Liability insurance policies listed above, the Offeror will be required to name the "Missouri Highways and Transportation Commission and the Missouri Department of Transportation and its officers and employees" as additional insureds. Additional Insured status must be shown by attaching a separate additional insured endorsement to the certificate of insurance or by providing the relevant policy language indicating coverage. The address for notice on the certificate of insurance or endorsement must be: MHTC/MoDOT, 105 W. Capitol Avenue, PO Box 270, Jefferson City, MO 65102.

7.27. Section Headings

All section headings contained in this RFP and the Resulting Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this RFP and the Resulting Agreement.

7.28. Severability

If any clause or provision of this RFP and/or the Resulting Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

7.29. No Adverse Inference

This RFP and/or the Resulting Agreement shall not be construed more strongly against one party or the other. No rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this RFP and/or the Resulting Agreement.

7.30. Anti-Discrimination Against Israel Act Certification

1. If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
2. If the contractor meets the definition of a company as defined in section 34.600, RSMo,



and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

3. If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the MHTC a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

7.31. The Domestic Products Procurement Act

This section only applies to commodity purchases greater than \$25,000.00. It does not apply when bidding services.

In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) sections 34.350 to 34.359, RSMo, the bidder is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

Bidders who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with a qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over bidders whose products do not qualify.

The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in section 34.353, RSMo, are met.

If the bidder claims there is only one line of the good manufactured or produced in the United States, subsection 2 of section 34.353, RSMo, or that one of the exceptions of subsection 3 of section 34.353, RSMo, applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

In accordance with the Buy American Act, the bidder must provide proof of compliance with section 34.353, RSMo. Therefore the bidder should complete and return Exhibit P, certification regarding proof of compliance, with the bid. This document must be satisfactorily completed prior to an award of a contract.

If the lowest priced bidder qualifies as American-made or in the event of all the bidders or none of the bidders qualify for the Buy American preference, no further calculation is necessary. In the event the lowest priced bidder does not qualify for the Buy American Preference but other bidders do qualify, then the low bidder's price(s) is increased by 10% for those items not eligible for the Buy American Preference.

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details with the proposal.

7.32. Drug Free Workplace

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplaces, including but not limited to the Drug-Free Workplace Act of 1988, and shall ensure that all Contractor employees working on State property will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.