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**REQUEST FOR PROPOSALS
FOR
RELOCATION SERVICES
RFP 6-160918LK
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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

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INTRODUCTION

This Request For Proposals (RFP) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be received on or before 2:00PM Local, September 18, 2016, at the office of the RFP Buyer of Record:

Leann Kottwitz, CPPB
Senior General Services Specialist
Missouri Department of Transportation
Central Office General Services
Postal Service: PO Box 270, Jefferson City, MO 65102
Express Mail: 830 MoDOT Drive, Jefferson City, MO 65109
Email: Leann.Kottwitz@modot.mo.gov

All documents must be sealed and should be clearly marked “Relocation Services”.

This RFP 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 (7 CSR 10-11).

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.

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PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide a fee proposal to MHTC 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.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any 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:
 - (A) 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; and
 - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) 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.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/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.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION 1:
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal: This document constitutes a RFP from prospective qualified Offerors to provide Relocation Services to the Commission and MoDOT, as set forth in this RFP.

(B) Background: MHTC is seeking a qualified Offeror who can provide Relocation Services. It is the intent of this RFP to have the successful Offeror enter into a Services Agreement with MHTC (hereinafter "**Resulting Agreement**"), to supply Relocation Services as outlined herein.

MoDOT operates under a decentralized organization with the Central Office in Jefferson City. The Central Office provides staff assistance and functional control for the various departmental tasks in 7 geographical districts. Each district contains about 14 percent of the total road mileage in the state highway system.

MoDOT has responsibilities for five major transportation alternatives available to Missourians -- highways, aviation, waterways, transit, and railroads. These responsibilities include the total operation of the 32,000 mile highway system, including highway location, design, construction, and maintenance.

MoDOT employs approximately 5,100 full-time employees. About 80% of those employees work in the 7 districts with the remainder working in the various functional units of the Central Office.

MoDOT's current relocation policy refer to **Exhibit D** reimburses employees for miscellaneous expenses; mortgage interest differential; bridge loan interest; dual housing; realtor fees; real estate loan fees; closing costs; household goods moving and storage; and reimbursement for temporary quarters while relocating. For information regarding the number of transfers and a three-year history of MoDOT's relocation costs, refer to **Exhibit C** and sample definitions of relocation terms refer to **Exhibit E**.

(C) Contract Period: The Contract Period for the performance of the services described in this RFP is from January 1, 2016 through December 31, 2019. 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 **SECTION 6: PRICING PAGE** of this RFP.

(D) Renewal Information: The contract shall not bind, not purport to bind, the Commission 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 that 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 Contractor and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Contractor and Commission, respectively.

(E) 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.

DATE	EVENT
<i>August 11, 2016</i>	Issue RFP and Advertise intent to solicit proposals.
<i>August 18, 2016 @ 2:00PM</i>	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
<i>August 25, 2016</i>	Issuance of Amendment with resolution of any questions submitted. http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm
<i>September 18, 2016 @ 2:00 PM.</i>	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

**SECTION 2:
SCOPE OF WORK AND SPECIFIC SERVICES**

(A) Scope of Work: The successful Offeror agrees to provide to MHTC the following services:

1. A BVO home sale process.
2. Moving services for household goods for Home sellers.
3. Home marketing assistance.

(B) 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. Buyer Value Option Services:

- a. Describe your process for the sale of a home using the buyer value option home sale process. Including a description of potential risks or tax issues involving the Buyer Value Option home sale process and the steps that your Firm takes to manage those risks.

* Please note: MoDOT employees have a choice in department policy to use BVO service or non-BVO service. Only employees who sell homes will be referred to BVO provider and they may elect not to use BVO provider.

- b. Define the fees and expenses related to this process that will be billed to MoDOT. Example: realtor fees, closing costs, carrying costs, marketing costs, BVO fees, etc.
- c. Does your firm require the client to pay a deposit up-front to cover expenses? If so, how much?
- d. Provide historical data as to the percentage of homes that went into inventory using this method of closing.
- e. Explain your firm's referral recovery fee process for use or non-use of registered brokers to your firms.

2. Management of Household Goods Transportation (only for Home selling employees who elected to use BVO services for Home sale):

- a. Describe your process for managing the transport of household goods and storage. Also detail any potential for savings to MoDOT.
- b. Does your firm select the moving company that will handle the move? If so, does your firm regularly use the same moving company or does your selection of moving companies vary? Please list the moving companies used by your organization in Missouri.

3. Home Marketing Assistance:

- a. Describe your process for assisting the transferred employee to successfully market his/her home. Also detail any potential for savings to MoDOT.
- b. Does your firm select the realtor or is the employee allowed to select the realtor? What incentives are in place to encourage the realtor to make a quick sale?
- c. Define any expenses pertaining to home marketing assistance that will be billed to MoDOT that are not in your fee for this service.
- d. Provide historical sales data pertaining to those homes in which you provided home marketing assistance. Example: Days on the market, asking price/selling price, etc.

(C) Optional Services: In addition to the Specific Requirements, the Firm may also submit a proposed fee in Section (6), Pricing Page for any other relocation services that it offers. MoDOT is not obligated to utilize any of the optional services. The optional services do not restrict MoDOT from using other vendors for such services. This could include pricing for an inclusive provider of all relocation services for the MoDOT Relocation Program. This would include but not be limited to internal policy administration, handling all non-home sellers, and renters as well as mobile home owners.

(D) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP, without additional fees.

1. Review and outline your administration and accounting procedures;
2. Assist with presentations (when needed) to the Human Resources Director or her/his designee on contract issues;
3. Attend conferences or MHTC meetings at the request of MHTC, and
4. On-site training to ensure organizational implementation of services and products that are required to meet MoDOT organizational needs.
5. Development of Customer Service Manual to be used by the Offeror when assisting MoDOT employees.

(E) Potential Additional Consultant Work, As Requested: MHTC reserves the right, and it shall be a term and condition of the final Agreement, that MHTC's representative may request the Firm to continue to perform and provide services to existing employees who may be receiving services from the Firm at the time of the expiration of the contract period for an additional six (6) months. The Firm will continue providing such services at the same service fee rate as agreed to during the contract period and shall not charge any additional fees for the additional six (6) month continuation.

SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) 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. Each Offeror's proposal must be divided into sections corresponding to the list of elements described below.

1. **Experience, Expertise and Reliability:** Experience, expertise and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, *i.e. past customer service evaluations.*

a. The qualifications (expertise) of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualification of the staff proposed.

b. The Offeror should provide whether or not your company is owned by a parent company. Additionally, provide the most recent annual report of your company and/or parent company.

c. The Offeror should describe the nature of any existing strategic partnerships or alliances with other companies involved in relocation management services.

d. The Offeror should provide a list of the three largest clients your company has gained or lost during the last 12 months.

e. The Offeror should provide two "former" client references which you had provided relocation services during past two years, but are no longer providing such services.

f. The Offeror should explain if your company or an affiliate ever filed for bankruptcy.

g. The Offeror should provide a resume including references, education, qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to the project.

h. If the staff is not yet hired, the Offeror should provide:

i. Detailed descriptions of the required employment qualifications, and

i. Detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

2. Proposed Method of Performance: Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP.

a. The Offeror should present a written narrative that demonstrates the method or manner in which the Offeror proposes to satisfy the requirements of the Scope of Work.

b. The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, please respond to all concerns.

The Offeror should provide an organizational chart showing the staffing and line of authority for key professional staff and administrative personnel to be used in performing the proposed work. The relationship of the project leader to management and to support personnel should be clearly illustrated.

The Offeror may also present a written narrative that demonstrates the method or manner in which the Offeror proposes to provide any Optional Services.

c. Relocation Services

- i. The Offeror should describe how you would counsel employees about specific policies.
- ii. The Offeror should describe the selection and management of real estate brokers.
- iii. The Offeror should describe your relocation accounting services including auditing, approving and paying employee relocation expenses.
- iv. The Offeror should describe the process on reporting relocation expense activity.
- v. The Offeror should describe how you would integrate the disbursement process with billing, payroll reporting and management reporting.
- vi. The Offeror should identify how technology supports your relocation accounting services.

d. BVO/Home Sale

- i. The Offeror should describe how you propose to deliver BVO and related departure services, including fees for services and carrying costs.
- ii. The Offeror should describe your property evaluation process.
- iii. The Offeror should describe your strategies for maximizing employees success in generating a sale of the home to a buyer.
- iv. The Offeror should describe your inventory management process and any special systems to control costs.
- v. The Offeror should describe what additional fees, if any, are charged if a referral fee from a realtor is not received.

vi. The Offeror should describe any programs, which will allow for direct billing of closing costs up front for the transferee/employee.

vii. The Offeror should describe process for reviewing prospective buyer's loan approval qualifications to ensure against a BVO fallthrough.

viii. Fees for employee, should they withdraw from BVO process.

e. HHG Moves

i. The Offeror should explain if they use an exclusive company for moving household goods and/or list all moving household goods companies that they use.

ii. The Offeror should describe if all the companies they use have active common carrier authority with the Motor Carriers Division of the Missouri Department of Transportation.

iii. The Offeror should describe if the moving household goods companies they use are bonded and insured.

iv. The Offeror should explain the mark-up percent for moving household goods.

v. The Offeror should describe the storage arrangements for household goods.

f. Service Delivery

i. The Offeror should describe their commitment to employee callback time.

ii. The Offeror should describe what rewards or incentives are in place to provide for top performing employees at their company.

iii. The Offeror should describe historically, what the turnover rate for your customer service teams, which service accounts.

g. Technology and Reporting

i. The Offeror should describe their capabilities regarding reporting. Additionally, the Offeror should explain if they have on-line system that could be used by our department, if so describe what the systems are, their capabilities and the cost that would be involved.

ii. The Offeror should explain what controls are in place to protect data and confidentiality of the data.

h. Transition Plan

- i. The Offeror should describe specific steps your company will take to ensure that the assumption of this account will be handled in an efficient manner.
- ii. The Offeror should describe the transition plan/process their company uses when taking over management of a new account.
- iii. The Offeror should describe their transition plan for the employees that are currently in the process of relocating.

3. Proposed Fee: Offerors must complete **SECTION 6: PRICING PAGE** of this RFP as specifically directed therein. The objective evaluation of cost shall be conducted based upon the pricing listed on the Pricing Page. Cost points shall be awarded using a scale of 30 possible points and the following formula. Of the 30 points the cost calculation shall be:

Buyer Value Option Services- *15 point maximum*
Management of Household Goods Transportation - *10 point maximum*
Home Marketing Assistance – *5 point maximum*

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 30 = \text{Cost Points}$$

(B) Submission of Proposals: Offerors are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the Offeror and shall be grounds for rejection. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the MHTC, will commit the MHTC to award a contract to any Offeror even if all of the requirements in the RFP are met. The MHTC may modify these requirements in whole or in part and/or seek additional Offerors to submit proposals. Only the execution of the Resulting Agreement will obligate the MHTC in accordance with the terms and conditions contained therein.

1. Proposal Format: The Offeror's submittal must include one (1) original hardcopy document. Three (3) electronic copies of the proposal are desired in addition to the hardcopy document. Electronic copies of the proposal must be in Microsoft compatible format or in ".pdf" and stored on CD(s) or flash drive(s). The Offeror shall ensure the electronic copy of the proposal document stored in all media is identical to the original hardcopy response

document. In case of a discrepancy, the original hardcopy proposal document language shall govern.

2. **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.

3. **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 listed on **SECTION 6: PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

A. MHTC shall not make any payment to the successful Offeror in advance of the services rendered by the successful Offeror.

B. 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.

4. **Proposal Life:** The Offerors 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. **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.

6. **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.

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the proposal and on the outside of that envelope that confidential materials are included. 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.

B. MHTC will not consider prices to be confidential information.

C. The Offeror must submit its proposal based on the conditions contained in this paragraph without reservations.

7. **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.

A. Any and all communication from Offerors regarding specifications, requirements, competitive proposal, etc., must be directed to the RFP Buyer of Record listed herein, unless the RFP specifically refers the Offerors to another contact. Such communication shall be received by the date noted in **SECTION 1: GENERAL DESCRIPTION AND BACKGROUND, (E) Schedule of Events.**

B. 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 amendment 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.

8. **Interview Conference:** 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. 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.

9. **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.

**SECTION 4:
EVALUATION FACTORS AND PROCESS:**

(A) **Evaluation Factors:** The following factors shall be considered in the evaluation of the proposals:

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:

Evaluation Criterion Description	Maximum Points
Experience, Expertise, and Reliability	40
Proposed Method of Performance	30
Proposed Fee	30

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.

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.

(B) **Proposal Review/Evaluation:** MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

**SECTION 5:
TERMS AND CONDITIONS**

(A) **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.

(B) MHTC's Representative: Human Resources Director 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 Buyer of Record and 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.

(C) 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.

(D) 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.

(E) Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, 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 and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

(F) 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.

(G) 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.

(H) 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.

(I) 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, 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.

(J) Status as 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.

(K) 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 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.

(L) MBE/WBE Participation Encouraged:

1. Affirmative Action Program: 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. **Minority Participation Encouraged:** 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 (i.e. 10% MBE and 5% WBE participation).

3. **Offeror's Responsibility Unconditional:** Regardless of which persons or firms, if any, that the successful Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the successful Offeror ultimately remains responsible and liable to MHTC for the complete, accurate, and professional quality/performance of these services.

(M) **Nondiscrimination:** The Offerors shall comply with all state and federal statutes applicable to the Offerors 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.*).

(N) **Executive Order:** The Offerors 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. **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.

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.

3. **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.

(O) **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 any Offeror, or for any Offeror receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the Offeror shall:

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.

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 G**.

(P) 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 H**.

(Q) Requirements to do Business in Missouri: Out-of-state Offerors must comply with the following requirements to do business in Missouri:

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.

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.

(R) 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.

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

(T) 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.

(U) 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.

(V) Prohibition Against Kickbacks and Gratuities/Nonsolicitation: 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.

(W) Conflict of Interest: Each 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 RFP and the Resulting Agreement.

(X) **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.

(Y) **Indemnification:** Except to the extent of any willful misconduct or negligence on the part of the Commission or any persons receiving services hereunder, the Contractor shall be responsible for injury or damages to the extent arising from the negligence or willful misconduct of Contractor while providing services under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor's negligent performance or willful misconduct under this Agreement, the Contractor assumes the obligation to save the Commission harmless, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment to the extent the expenses liability or payment arise out of such wrongful or negligent act, including legal fees to except the extent caused by the willful misconduct or negligence of the Commission or any person receiving services hereunder. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment to the extent it arises out of such wrongful or negligent act or omission.

(Z) **Insurance:** For proposal purposes, Offerors must submit copies of certificates of insurance for general and automobile liability and workers' compensation in the following coverage limits. The successful Offeror must provide original certificates prior to commencing services.

1. **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;

2. **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;

3. **Missouri State Workmen's Compensation:** Policy or equivalent coverage in accordance with state law.

(AA) 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.

(BB) 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.

(CC) 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.

(DD) Invoices: All invoices must be submitted on a monthly basis by the Firm to MHTC's representative. The invoices must be properly itemized. Those charges pertaining to consulting services should provide detail as to the person performing the task, number of hours worked, time period, and the specified task. All expenses relating to the transfer of a MoDOT employee must identify the employee for which the expense applies. Those relocation expenses that are paid by the Firm and reimbursed by MoDOT should be properly identified and accounted for on the invoice. Adequate supporting documentation in the form of invoices, settlement statements, etc. must be included in order to be reimbursed.

[The remainder of page intentionally left blank.]

**SECTION 6:
PRICING PAGE**

The Offeror shall provide a guaranteed, not-to-exceed total price for Relocation Services. All costs associated with providing the required services shall be included in the stated guaranteed, not-to-exceed total prices.

(A) FEE SCHEDULE: The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated in the RFP: Also indicate the unit for which this fee will be applied. Example: Per move, per year, etc.

Buyer Value Option Services	\$ _____	Fee for service
Management of Household Goods Transportation	\$ _____	Fee for service
Home Marketing Services	\$ _____	Fee for service
Carrying Costs	\$ _____	
Other _____	\$ _____	
Optional Services Offered by Firm		
_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service
_____	_____	Fee for service

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions in Section 1 of this document, the Firm should provide below the maximum percentage of increase each renewal period. The Firm is cautioned that the percentages shall be computed against the ORIGINAL contract price for each renewal period. If the following blanks are not complete, prices during renewal periods shall be the same as during the original contract period. Furthermore, the Firm is advised that MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period _____ % of maximum increase

Second Renewal Period _____ % of maximum increase

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

**EXHIBIT A
FIRM'S PRIOR EXPERIENCE**

(Duplicate this page, or supply the information it requests, for each Firm and contract listed.)

PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT _____

PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT B
PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name) (Title or Position)
Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			

EXHIBIT C

RELOCATION PROGRAM DATA
(As of July 2016)

Employee Referrals

	<u>2014</u>	<u>Calendar Year</u> <u>2015</u>	<u>2016(ytd)</u>
Number of employees Utilizing the BVO process	4	8	4

Estimated average price of homes that are sold using BVO process: \$213,437

Cost for BVO Related Moves

	<u>2014</u>	<u>Calendar Year</u> <u>2015</u>	<u>2016(ytd)</u>
Cost of Moving HHGs	\$32,534.60	\$38,377.69	\$4,962.31
Storage of HHGS	\$2,390.11	\$25,092.34	-
BVO Fees	\$126,651.74	\$102,716.47	\$11,409.97
Carrying Costs	\$3,869.91	-	-
Calendar Year Totals	\$165,446.36	\$166,186.50	\$16,372.28

EXHIBIT D

<p align="center">MISSOURI DEPARTMENT OF TRANSPORTATION</p>  <p align="center">PERSONNEL POLICY MANUAL</p>	Chapter Title Subsistence		
	Policy Title Relocation Assistance		
	Policy Number 2000	Page 1 of 13	Effective Date February 1, 2014
<p align="center">Approved By Micki Knudsen, Human Resources Director, Signature on File</p>	Supersedes Policy Number 2000	Page 1 of 13	Prior Effective Date December 1, 2011

POLICY STATEMENT

The department will provide relocation services through a third-party administrator (TPA) and/or reimburse eligible expenses as authorized by this policy. The department's intent is for both the employee and the department to make the relocation at the least expense to the department, while not creating an undue hardship on the employee.

DEFINITIONS

Closing Costs: These are costs associated with employees selling their current home and with buying a home at the new location, which are typically shown on a standard Settlement Statement under the headings of "Items Payable in Connection with Loan," "Title Charges," "Government Recording and Transfer Charges," and "Additional Settlement Charges." Some of these usual costs include deed preparation and recording fees, credit report fee, appraisal fee, survey fee, abstract fee or title insurance, application fee, processing fee, underwriting fee, inspection fees, and flood determination letter fees. Closing costs do not include loan origination and/or discount fees. The department will not reimburse closing costs employees agree to pay that should typically be the responsibility of the other party.

Completed Move: (i) Home sellers will be considered moved when they have purchased a home at the new location, their household goods have been moved to the new residence, and their old home has been sold. (ii) Renters will be considered moved when their household goods have been moved to the new residence. (iii) Non-home sellers will be considered moved when their household goods have been moved to their new residence. Mobile home owners are considered moved when their mobile

home has been moved or when their household goods have been moved to the new location (for situations when employees choose not to move their mobile home to the new location).

Delayed Transfer: When employees are eligible for financial reimbursement of temporary living expenses if required to relocate to a new work location.

Dual Housing: When employees are obligated to pay two mortgages simultaneously on two homes they own, one at the old location and one at the new location.

Home: Shall mean real estate: (i) which is owned and used by an employee as a principal year round one or two family residence, including condominiums but excluding cooperative housing and mobile homes; (ii) which contains acreage within the norm and zoning limits for the locale or neighborhood, but not to exceed five acres; (iii) with respect to which insurance is available at standard rates for normal hazards of fire and extended coverage; (iv) in which the employee has marketable title; and (v) with respect to which mortgage financing is available at standard rates.

Internal Revenue Service (IRS) 50-Mile Rule: The distance between an employee's former residence and the new work location must be at least 50 miles farther than the distance between the employee's former residence and old work location. The distance between an employee's residence and work location is the shortest of the more commonly traveled routes between them.

Lateral Transfer: The movement of an employee between jobs in the same salary grade, regardless of the job title.

Promotion: The movement of an employee to a higher salary grade job.

Third-Party Administrator (TPA): A vendor contracted by the department who is responsible for coordinating, consulting, and providing services for relocation of eligible employees.

Withdrawal: A home seller who has elected within 30 days from the effective date of transfer to who utilized the TPA process and subsequently does not complete the process because he/she: (i) does not use a TPA registered network broker for the sale of the departure home; (ii) does not use a TPA registered network broker for the purchase of destination home; or (iii) later elects, after the 30 day window, not to utilize the TPA process for reasons other than home ineligibility.

Loan Origination Fee: The fee paid to the company originating the loan to cover costs associated with creating, processing, and closing the mortgage.

Loan Discount Fee: The fee paid to the lender in exchange for a lower interest rate.

PROCEDURES

SECTION I – General

1. An employee will be eligible for relocation assistance when the employee is promoted to a position in salary grade 11 or higher and relocation is required by the department, or the employee is relocated as the result of a lateral transfer (salary grade 11 or higher) for which the employee competed for the position. Additionally, for a lateral transfer, the relocation assistance must be approved by the district engineer or division leader/state engineer after consultation with the Central Office – Human Resources Division before services and reimbursements will be provided.
2. To be eligible for a department-approved paid relocation, the move must meet the criteria of the IRS 50-mile rule.
3. The local human resources manager (districts and Central Office) is responsible for notifying the Central Office – Human Resources Division of employees eligible for relocation benefits. The Central Office – Human Resources Division will be responsible for referring eligible employees to the TPA.
4. Employees will receive a 4 percent temporary relocation pay increase when relocation benefits have been approved. (Refer to Personnel Policy 1016, "Salary Increases.") This 4 percent increase will be given in addition to whatever is received for a promotion increase and may result in an employee's salary being above the maximum rate for his/her salary range. If two steps do not provide an employee with approximately a 4 percent increase (around 3.8 percent or 3.9 percent), the employee's salary may be changed from table driven pay to being placed on pay parameters to provide a flat 4 percent increase. The temporary relocation pay increase is for six months, beginning with the effective date of transfer.
5. When an employee's work location is changed as the result of a relocation (lateral or demotion) initiated by the employee for personal reasons, and granted by the department to accommodate the employee's request, the employee is not eligible for paid relocation benefits or temporary salary increases associated with the relocation. Relocations made necessary by disciplinary action are also not eligible for relocation benefits.
6. Expenses connected with the relocation will be charged to the location to which the employee is being transferred. Expenses should be coded to object code 2943 and include the employee's assigned job/move number.

Relocation expenses must be submitted for reimbursement by the employee within 60 calendar days of being billed. Failure to submit expenses within 60 days may result in denial of reimbursement.

7. Homeowners who pay a loan discount fee (for new home only), which is based on a point or a fraction of a point and results in a lower loan rate, may be eligible for a reimbursement for part or all of the fee. The amount of reimbursement, if any, will be limited to the amount the reduced interest rate will benefit the department under mortgage interest rate differential payments (see Section X for the calculation process).
8. Homeowners must complete the sale of their old home and purchase of their new home within 12 months of the effective date of transfer to be eligible to receive services and reimbursements associated with the sale or purchase of homes.
9. Employees will receive a one-time lump sum payment based on their new base salary on the effective date of their transfer. This lump sum is intended to assist with the increased tax liability the employee will have related to some of the services and reimbursements provided during the move. Base salary does not include the temporary relocation increase noted in paragraph 4 above, or cost of living or other increases the employee might receive before the move is complete. This lump sum payment should, if possible, be paid to the employee during the calendar year in which the employee's move is completed, provided the employee is still working for the department.

The amount of the payment will be equal to the employee's salary for one pay period for homeowners and one-half of the employee's salary for one pay period for renters and mobile home owners. Should a homeowner elect not to sell his/her home, or elect not to purchase a new home, he/she will receive a one-half of his/her salary for one pay period in a lump sum payment.

10. Employees should be given a copy of MoDOT Personnel Policy 2000 and a copy of the Employee Relocation Handbook at the time of the job offer, if relocation may be required. The handbook gives a description of services provided as well as the terms and conditions for the home selling/buying process, including the home eligibility criteria for the TPA process. Employees can also visit the TPA's website noted in the handbook for additional information.

SECTION II – Post Job Offer Process for Homeowners

1. Once a job has been offered and accepted by an eligible employee who is a current homeowner, the employee will have 30 days from the effective date of transfer to determine whether or not he/she will sell his/her home and whether or not he/she will utilize the TPA process for selling his/her home. If the employee elects during those 30 days not to sell his/her home, the department has no obligation to reimburse the employee for any cost associated with the sale of the home should the employee decide to sell the home in the future.

2. If an employee elects to utilize the TPA process but subsequently is determined to have a non-eligible home, the department will handle the relocation under the non-TPA process.
3. If an employee elects not to use the TPA process for the sale of his/her old home, he/she will not be allowed to use the TPA process for the purchase of his/her new home.

SECTION III – Home Selling/Buying Guidelines for TPA

1. If an employee elects to utilize the TPA, the employee will be required to comply with the terms and conditions outlined in the Employee Relocation Handbook. This includes compliance with the TPA's home valuation process, and home marketing and pricing strategies.
2. By utilizing the TPA, all realtor fees and closing costs associated with selling the old home will be paid directly to the TPA by the department. Additionally, employees will receive up to \$2,120 for reimbursement of actual closing costs and up to \$1,500 for reimbursement of loan origination fees for their new home.
3. Should an employee withdraw from the TPA process after originally committing to the process, the employee will be responsible for reimbursing the department for any penalties or fees assessed by the TPA to the department for the withdrawal.

Should an employee elect to utilize the TPA process for the sale of his/her old home, he/she must use the TPA process for the purchase of his/her new home as well. Utilizing the TPA process means the employee must use brokers who are currently registered with the TPA or will agree to register with the TPA for both the sale of the old home and purchase of the new home. Should the employee not utilize a registered TPA broker for the purchase of his/her home or land if building a home, the employee may be responsible for paying a \$1,400 referral recovery fee charged by the TPA.

SECTION IV – Home Selling/Buying Guidelines for Non-TPA

1. Employees who elect not to utilize the TPA process will be eligible to receive reimbursement of no more than \$10,500 for realtor fees for the sale of the old home and no more than \$2,120 for combined closing costs for both the old and new home. The department will not provide any tax assistance for the reimbursement of realtor fees and/or closing costs.
2. Employees will be eligible to receive reimbursement up to \$1,500 for loan origination fees associated with the purchase of their new home.
3. Homeowners who elect not to sell their old home, but still purchase a home at the new location, will be eligible to receive up to \$2,120 of reimbursement for closing costs on the new home and up to \$1,500 for loan origination fees for the new

home. The employee will have one year from his/her effective date of transfer to utilize this reimbursement benefit.

SECTION V – Renters

1. Renters may be eligible for assistance in terminating a lease agreement; however, documentation must be presented to verify the costs associated with terminating the lease are not for damage to the apartment or for any delinquent rent. Typically, reimbursement will be for any security deposit forfeited and one month rent for terminating the lease.
2. Employees currently renting at the time of relocation, who decide to purchase a new home at the new location, will not be eligible for reimbursement associated with the purchase of the new home outlined herein.

SECTION VI – Mobile Home Owners

1. If an employee's permanent residence is a mobile home, in lieu of payment for moving household goods, the employee may receive reimbursement for the actual cost of transporting the mobile home and its contents to the new location subject to the following:
 - A. Bids will be secured from three movers. The mover must have active common carrier authority from MoDOT Motor Carrier Services Division; however, the move is not governed by MoDOT Motor Carrier Service Division rate requirements. Bids should be obtained utilizing Form P-23, Moving Household Goods-Bid Form. Each bid should include the actual cost of permits, escorts, license, bridge tolls, ferry charges, leveling and stabilizing at destination, and the packing and unpacking of contents.
 - B. The employee will be allowed insurance covering the moving of the mobile home and its contents in the amount of the actual value of the mobile home, including the contents, not exceeding \$75,000 maximum. Additional insurance above this value, if desired, must be purchased by the employee and is not a reimbursable expense.
2. The TPA will not be involved in the process of transferring the mobile home.

SECTION VII – Delayed Transfer

1. Employees who are home sellers and are required to relocate to a new location are eligible for reimbursement of temporary living expenses for up to six months from the effective date of transfer. Renters, non-home sellers, and mobile home owners not selling their mobile home who are required to relocate to a new location are eligible for reimbursement of temporary living expenses for up to three months from the effective date of transfer. Typical expenses may include meals and

lodging; however, all expenses must conform to the Financial Policy and Procedures Manual, Travel Policy. Meal reimbursements will not be allowed for weekends or holidays. Lunch reimbursement is only allowed if the employee is on 12-hour travel status to a work domicile other than their current or former work domicile.

2. Employees should be aware that delayed transfer expenses which are reimbursed to them or paid directly on their behalf, including any mileage reimbursement, are considered taxable income and will be reported as such.
3. Employees may be authorized or directed by a district/division to temporarily live in an apartment in lieu of a hotel/motel, provided the cost of the apartment and utilities does not exceed those of a reasonably priced hotel/motel at the same location. The employee will be responsible for signing any lease associated with the temporary housing.

A district/division, with prior approval from the Central Office – Human Resources Division, may allow an employee use of a MoDOT pool vehicle and/or mileage reimbursement for daily commuting in lieu of receiving reimbursement for hotel/apartment and meals.

4. Employees may be temporarily authorized to use a state vehicle or be reimbursed mileage to return to their old home on weekends. Employees can use either a MoDOT vehicle or their personal vehicle. If a state vehicle is used, employees must contact Financial Services Division to determine the commute value of this benefit. If employees use their personal vehicle, they will be allowed round trip mileage at the current fleet rate.
5. Although employees can be in delayed transfer status for up to either three or six months from the effective date of transfer, it will end sooner if conditions occur as noted below.

A. For a home seller: It will end when one of the following occurs:

- 1) He/she purchases a new home before selling the old home, thereby switching to dual housing status, or
- 2) He/she sells the old home and moves household goods to new residence.

If an employee should sell his/her old home and cannot yet move his/her household goods into their new residence, then he/she may be eligible for up to an additional 60 days of lodging expense, as long as this time does not exceed their original six-month delayed transfer benefit.

B. For a renter and a non-home seller: It will end when he/she moves household goods to new residence.

- C. For a mobile home owner: It will end when the mobile home is relocated to the new location (or when household goods are moved, in situations when employees choose not to move their mobile home to the new location).

SECTION VIII – Dual Housing

1. Reimbursement will be made for the lesser mortgage payment, excluding any Private Mortgage Insurance (PMI) or escrow payments, for either the new or old home. Dual housing reimbursement payments will be provided for up to six months from the effective date of the employee's transfer date or until the old home sells, whichever occurs first.
 - A. Employees in dual housing status are not allowed meal reimbursements.
 - B. Construction loans are not eligible for dual housing reimbursement.
2. For an employee to be eligible to receive dual housing reimbursement, he/she must meet all three of the following requirements:
 - A. Purchase a home at the new location before selling the old home,
 - B. Declared intent to sell the old home and be actively engaged to sell the old home, and
 - C. Not be renting or leasing out the old home to another party.
3. The department can request information from employees to ensure a good faith effort is being made to sell the old home.
4. Employees cannot simultaneously receive delayed transfer expense reimbursement and dual housing reimbursement, and they cannot be on a combination of delayed transfer and dual housing for any longer than six months total.
5. Homeowners who elect not to sell their old home, but want to purchase a home at the new location will not be eligible for dual housing benefits.

SECTION IX – Bridge/Early Equity Loans

1. To assist employees in securing a loan for the purchase of their new home, employees may elect to apply for a bridge/early equity loan. The repayment of this loan is the employee's responsibility.

2. Employees can obtain their bridge/early equity loan from the financial institution of their choice. The department will reimburse employees for the interest on these loans for up to 12 months or until their old home sells, whichever occurs first.
3. Employees who elect to not sell their old home but purchase a home at the new location will not be eligible for interest rate reimbursement on any kind of loan.
4. Interest reimbursement will not be provided on bridge/early equity loans to purchase acreage that is not within the norm and zoning limits for the locale or neighborhood. However, the maximum acreage allowed for reimbursement, regardless of norm and zoning limits, is five acres. Loans based on the equity value for mobile homes or modular homes not permanently affixed to the property are not eligible for interest reimbursement under this section.

SECTION X – Reimbursement for Increased Mortgage Fixed Interest Rate

1. Employees who are home sellers, and elect to purchase a new home involving a loan at the new location, may incur a higher mortgage fixed interest rate. To help offset some of this expense, the employee may be reimbursed for the difference between the mortgage fixed interest rate at the old location and the mortgage fixed interest rate at the new location as applied to the lesser balance of either the old mortgage or the new mortgage. See paragraph #2 for calculation example.

This one-time reimbursement provision is based on interest differential for a one-year period from the date of new home purchase and must be used on or by the first anniversary date of new home purchase. Employees must notify his/her local support services manager that they intend to submit for this reimbursement by no later than the first anniversary date of their new home purchase. Use of this provision requires both the old home and the new home to have fixed interest rate mortgages only. If either mortgage loan is an adjustable interest rate loan, the reimbursement for increased mortgage interest does not apply.

Reimbursement will be made to the employee on or after the first anniversary of the new home purchase. Documentation must be presented to verify purchase date of the new home as well as loan fixed interest rates and mortgage balances.

2. **Example:**
Balance of loan on the old home – \$50,000
Balance of loan on the new home – \$125,000
Interest rate on the new home loan – 10.00%
Interest rate on the old home loan – 8.00%
Increase in interest rate – 2.00%

Calculation:

\$50,000 (lesser balance mortgage)
 x.02 (increase in interest rate)

Mortgage Interest Rate Differential Payment:
\$1,000

3. Reimbursement assistance due to increased mortgage interest rate must be confined to the home in which the employee resided at time of transfer, excluding any rental units or other income property owned by the employee.
4. If the employee terminates employment, or sells the home at the new location (for reasons other than subsequent department relocation) before the first year anniversary date of the new home purchase, no interest rate reimbursement will be paid.
5. If an employee elects to utilize this benefit and refinances a mortgage fixed rate loan within the first year from their anniversary date of the new home purchase, the one-time reimbursement for adjusted mortgage interest rate reimbursement is prorated. The maximum amount that will be reimbursed will be determined by using the calculations provided in Attachment A, "MIRD Calculation Worksheet."
6. The employee must provide documentation of the old home mortgage loan interest rate and the remaining mortgage balance, as well as documentation of the interest rate and balance on the new home mortgage loan before payment will be made.

SECTION XI – Moving and Storage of Household Goods

1. Employees will be allowed the actual cost of one move of household goods and personal possessions to the new location. All homeowners who are selling their home through the TPA process will be required to utilize the TPA for the movement of household goods. The department has contracted with the TPA to handle the coordination of the shipment of the household goods, insurance claims processing, and an audit of household invoices. Employees who do not utilize the TPA process will be required to obtain three bids from movers or, if approved, rent a moving truck in lieu of working with a moving company. The moving company must be bonded and have active common carrier authority from MoDOT Motor Carrier Services Division; however, the move is not governed by MoDOT Motor Carrier Services Division rate requirements. Bids should be obtained utilizing Form P-23, Moving Household Goods-Bid Form.
2. Full replacement value insurance for household goods and possessions is allowed through the TPA. The maximum coverage paid by the department for non-TPA moves is \$75,000. Additional insurance protection, if desired, must be purchased by the employee and is not a reimbursable expense.
3. Should it become necessary for the employee and family to vacate the old home before the new home is available or prepared for occupancy, the employee will be allowed temporary storage of household goods for a period of up to 60 days. Any storage beyond 60 days will be the responsibility of the employee to personally

- pay. If the household goods are stored in the van line's storage facility awaiting transit, the moving company will begin billing the employee monthly for the storage fee immediately upon expiration of the 60-day period.
4. The department will not reimburse any costs associated with the dismantling or setting up of special hobby equipment such as darkrooms and workshops; or disconnecting of washers, dryers, and refrigerators; or the shipment of boats, automobiles, trailers, pets, motorcycles, firearms, or other items as declared by the TPA.

SECTION XII – Advance Trips, Paid Time Off, Submitting of Expenses

1. Employees will be allowed meals, lodging, and transportation costs for advance trips to the new location to secure a new permanent residence. Transportation allowed will be either by use of an official state vehicle or reimbursement for use of a personal vehicle at the current fleet rate. If an official state vehicle is to be used, the employee must contact Financial Services Division to determine the commute value of this benefit. Please refer to Financial Policies and Procedures for additional information.
2. During the move, employees will be allowed mileage, at the current fleet rate, for one trip from the old residence to the new residence for not more than two personally owned vehicles. Meals and lodging for employees only will be allowed during the move.
3. During the closing on the sale and/or purchasing of homes, employees will be allowed mileage, meals, and lodging.
4. Reimbursement allowed for meals and lodging will be reimbursed per guidelines in Financial Policy and Procedures Manual, Travel Policy. Employees should submit a FS-MoDOT Expense Report for personal expenses, attaching any necessary receipts.
5. Employees are allowed up to, but no more than, nine paid working days for numbers 1, 2, and 3 above. Time off must be approved by the immediate supervisor. Time should be coded to activity code R824, Employee Benefits. If additional time is needed, it will be charged to annual leave or compensatory time.

SECTION XIII – College Civil Engineer Graduates

A one-time stipend will be provided to recent college civil engineer graduates who have to relocate to begin full-time employment with the department. This stipend is offered to help offset the costs associated with moving. The employee must complete the FS-Relocation Reimbursement Assistance Form. Please check with the Central Office – Human Resources Division for listing of college specific stipends.

SECTION XIV – Repayment Provisions

1. Employees who are approved for relocation benefits will be required to sign the Form P-24, Relocation Repayment Agreement Form before receiving such benefits. Failure to sign the agreement form will result in a denial of relocation benefits.
2. Under the Relocation Repayment Agreement Form, the employee agrees to repay the department if the employee voluntarily or involuntarily terminates employment for any reason during his/her relocation or within twelve months from the date of the employee receiving a lump sum payment. The Relocation Repayment Agreement Form will require repayment of the following expenses paid on the employee's behalf directly by the department or indirectly through a TPA: realtor fees (only non TPA/Buyer Value Option (BVO)); closing costs (only non TPA/BVO); loan origination fees; cost for moving of household goods; bridge loan interest; storage of household goods; increased mortgage interest rate payments; and the lump sum payment. The total repayment amount must be fully paid to the department no later than 30 days after the effective termination date of employment.
3. The immediate supervisor, upon being notified of a voluntary or involuntary termination, should immediately notify the local HR or support services representative to determine if repayment provisions will apply.
4. The employee, upon being notified that he/she owes money to the department under this policy, will be allowed a review period of no more than two business days to contest any or all of the repayment expense amounts owed. The department will provide the employee with documentation that supports the repayment expense amounts owed by the employee to the department under this policy. The employee's review period of two business days will begin when the department provides the employee with the documentation outlined herein.
5. An employee may elect to make a personal payment to the department to repay all or a portion of the repayment amount owed the department instead of having money withheld from his/her remaining paychecks and/or remaining annual or compensatory leave balances. However, if the employee requests to pay by personal payment, the payment must be for the full amount owed and must be received by the department by the end of the two-day review period. If the personal payment is not for the full repayment amount owed, then the remaining amount owed will be withheld from the employee's remaining paychecks and/or remaining annual or compensatory leave balances.
6. If the full repayment amount owed is still not recovered by means of salary withholding and/or remaining leave balance withholding, the department may establish a payment plan with the employee for the remaining amount owed.

7. If a payment plan is not entered into, or should an employee fail to comply with the established terms and conditions of the payment plan, the department may elect to pursue any or all lawful means to collect this debt owed to the department.
8. Any expenses inadvertently reimbursed to an employee in excess of the stated amounts allowed under this policy, unless otherwise previously authorized, may also be recovered from the employee by the department under the procedures outlined herein.
9. A copy of the completed and signed Form P-24, Relocation Repayment Agreement Form, should be forwarded to the local HR representative, local support service representative, and Central Office HR.
10. Financial Services Division will coordinate and handle the collection of employee repayment on behalf of the department.

SECTION XV – Taxation of Reimbursement

Federal income tax laws require most of the relocation expenses paid by an employer on behalf of an employee to be reported as income on the employee's W-2 (Wage and Tax Statement) for the year in which payment is made. Employees should consult with a tax advisor regarding relocation reimbursements and the tax liability they may have on the reimbursements they receive.

CROSS REFERENCES

Personnel Policy 1016, "Salary Increases"

Financial Policy and Procedures Manual, Travel Policy

Employee Relocation Handbook

ATTACHMENT

Attachment A, "MIRD Calculation Worksheet"

FORMS

FS-MoDOT Expense Report

FS-Relocation Assistance Reimbursement Form

Form P-23, Moving Household Goods-Bid Form

Form P-24, Relocation Repayment Agreement Form

EXHIBIT E

I. Suggested Definitions and Proposed Processes:

The following terms should have the meanings as set forth below throughout the Agreement:

“Acceptance” shall mean submission by the Employee of a written acceptance of Contractor’s Offer to purchase the Employee’s Home, together with all documents (properly completed, signed and notarized) required by Contractor, within five (5) days of Contractor’s Offer in the case of a Buyer Value Option Sale. The Offer shall be binding on Contractor only when all other required information and documents are received by Contractor (or its representative, as appropriate) and approved by Contractor.

“Appraised Value” shall mean the average of two independent appraisals from a list of appraisers provided by Contractor. If the two appraisals vary by more than five percent (5%) of the higher of the two appraisals then a third independent appraisal shall be ordered and the Appraised Value shall be computed by averaging the two closest appraisals. If the three appraisals are equidistant from each other, the Appraised Value shall be computed by averaging all three appraisals.

“Authorization” shall mean the Commission’s direction in writing or electronically that an Employee is eligible to receive services under this Agreement.

“Buyer Value Option Sale” shall mean the sale of a Home by an Employee to Contractor at a price equal to a bona fide third-party offer that is acceptable to the Employee and approved by Contractor.

“Cancellation” shall mean the withdrawal by the Commission of a bona fide Authorization.

“Employee” shall mean any individual designated by the Commission to receive services, also any other person to the extent that such person has an interest in the Home of the designated individual.

“Equity Payment” shall mean payment of the Employee’s equity in the Home by Contractor.

“Expiration” shall mean the rejection of an Offer by an Employee, or the failure of the Employee to submit to Contractor all required documentation necessary to purchase the Home prior to the time frame described in the Offer.

“Home” shall mean improved real estate: (i) which is owned and used by an Employee as a principal year-round one or two family residence, including condominiums but excluding cooperative housing and mobile homes; (ii) which contains acreage within the norm and zoning limits for the locale or neighborhood; but not to exceed 5 acres; (iii) with respect to which insurance is available at standard rates for normal hazards of fire and extended coverage; (iv) with respect to which any leases can be terminated by Contractor with no more than sixty (60) days notice to the tenant; (v) whose value, as determined hereunder, does not fall below Seventy-five Thousand Dollars (\$75,000) or exceed Six Hundred Fifty Thousand Dollars (\$650,000); (vi) which is not situated on or near and does not contain any hazardous or toxic materials or gases, including but not limited to asbestos, lead paint, mold, or radon gas, in excess of governmental guidelines, if any; (vii) which is not sided by synthetic stucco products (commonly know as EIFS); (viii) in which the Employee has marketable title; and (ix) with respect to which mortgage is available at standard rates.

“Inventory Period” shall commence on the day that Contractor signs a contract of sale to purchase an Employee’s Home and shall end on the day the Contractor closes the resale of such Home to a third-party purchaser. During the Inventory Period, a Home shall be an “Inventory Home.”

“Offer” shall mean written offer from Contractor to the Employee to purchase the Employee’s Home.

“Special Home” shall mean improved real estate that (i) does not fit one or more of the characteristics set forth in the definition of “Home” above, (ii) is a Buyer Value Option Sale that failed to close, or (iii) involves special considerations or requires material deviations from the procedures set forth in this Agreement. In the event Contractor agrees to handle a Special Home, Contractor will provide services in accordance with the terms, conditions and Special Home pricing.

“Vacate Date” shall mean the date on which the Employee vacates the Home. Which date shall be within sixty (60) days of Acceptance. Upon Acceptance the Employee will notify Contractor in writing of the Vacate Date.

II. Home Sales Services

A. Marketing Assistance. Contractor will assist the Employee in marketing the Home by providing counseling and direction on the Commission’s relocation policy and also providing advisement to the real estate broker/agent on the listing price, sales strategies, corrective maintenance and responses to any offers received. The employee can request the use of a real estate broker of their own choice, but the real estate broker must agree to Contractor qualification criteria and requirements of the Commission.

B. Home Sales Services. Contractor will support the sale of the Employee’s Home in accordance with the following procedures:

(1) Buyer Value Option Sale.

a. If the Employee locates a buyer for the Home, Contractor will purchase the Home from the Employee at the net price offered by the buyer and then sell the Home to the buyer at that same net price should the sale to the third party fail to close, Contractor will take the Home into its inventory at the third party offer value.

b. If a Home is marketed for 365 days and no third party purchases the Home, if approved by the Commission, Contractor will establish the Appraised Value of the Home, purchase the Home from the Employee at the Appraised Value price and take the Home into its inventory for which the Commission agrees to pay the inventory fee after 120-day period.

III. Moving Services – Only For Home Sellers Referred for BVO Services

A. Procedures. For each move completed within the continental United States (excluding Hawaii), Contractor will facilitate shipment of the Employee's household goods by: counseling the Employee on the procedures and benefits of the program; selecting a qualified carrier with which Contractor has a relationship; booking the move; coordinating the packing, loading, pickup, storage, and delivery, as appropriate, of the Employee's household goods; and assisting the Employee in filling, and resolving any claims resulting from damage in transit. Upon completion of the move, Contractor will manage the audit and payment of the carrier's invoice. As a registered moving broker, Contractor may receive commissions in connection with the procuring of moving services.

B. Insurance. Contractor will maintain as a Direct Expense insurance insuring the Employee against loss, damage, or injury to household goods, up to the value of the household goods declared by the Employee in excess of the liability insurance of the carrier. Such coverage may be subject to any policy exclusions. Other than maintaining the foregoing insurance, Contractor will not be responsible for any loss or damage to any household goods or personal effects sustained during any portion of the move.

EXHIBIT F

CCO Form: HR05
Approved: 09/97 (BDG)
Revised: 01/15 (DE)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONSULTANT AGREEMENT**

THIS AGREEMENT is entered into by _____ (hereinafter, "Consultant"), and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WITNESSETH:

WHEREAS, the Commission has selected the Consultant to perform professional services in the preparation of

[Describe the services to be rendered]; and

WHEREAS, the Consultant represents that it is qualified in its field of expertise to competently provide such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for

[Describe services to be rendered]

(B) The specific services to be provided by the Consultant are set forth in Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(2) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit ____, as changed or unforeseen conditions may require. Such direction by the Commission shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefor.

(3) NONSOLICITATION: The Consultant warrants that it has not employed or

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

(4) FEES: The amount to be paid to the Consultant by the Commission as full remuneration for the performance of all services called for in this Agreement is _____ dollars (\$_____), which is shown in Exhibit ____, "Estimate of Costs", attached hereto and made a part of this Agreement.

(5) NONDISCRIMINATION CLAUSE: The Consultant shall comply with all state and federal statutes applicable to the Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the 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.*).

(5) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Consultant is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Consultant. These apply to all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant 31 thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Consultant complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Consultant shall include the provisions of paragraph ___ of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Consultant will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(6) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part

of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(7) SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto.

(8) INDEMNIFICATION: Except to the extent of any willful misconduct or negligence on the part of the Commission or any persons receiving services hereunder, the Contractor shall be responsible for injury or damages to the extent arising from the negligence or willful misconduct of Contractor while providing services under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor's negligent performance or willful misconduct under this Agreement, the Contractor assumes the obligation to save the Commission harmless, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment to the extent the expenses liability or payment arise out of such wrongful or negligent act, including legal fees to except the extent caused by the willful misconduct or negligence of the Commission or any person receiving services hereunder. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment to the extent it arises out of such wrongful or negligent act or omission.

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

(10) AUDIT OF RECORDS: The Consultant must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(11) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Consultant at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(12) CONFIDENTIALITY: The Consultant shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Consultant shall notify the Commission immediately of any request for such information.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Consultant and the Commission.

(15) ASSIGNMENT: The Consultant shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(16) EXECUTIVE ORDER: The Consultant 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.

(A) By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Consultant 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 Consultant 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.

(17) INCORPORATION OF PROVISIONS: The Consultant shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Consultant 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.

(18) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Consultant, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Consultant responsible for damages.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Consultant with written notice of cancellation. Should the Commission 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 Consultant.

(20) COMMISSION REPRESENTATIVE: The Commission's _____ is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Consultant shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[NAME OF CONSULTANT'S FIRM]

By _____

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

Title: _____

EXHIBIT G

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written. state

Notary Public

My commission expires:

[attach documentation of enrollment/participation in a federal work authorization program]

EXHIBIT H

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- checkbox a United States citizen.
checkbox an alien lawfully admitted for permanent residence. I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 - Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years - Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: