



800-273-0646
www.ridesmts.org

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES

The Rehabilitation And New Construction Of SMTS, Inc. Transit Facility

**Project Located At
3343 Commonwealth Road
Park Hills, MO 63601**

Southeast Missouri Transportation Service, Inc. (SMTS, Inc.)

**P.O. Box 679 (Mailing)
700 E Hwy 72 (Physical)
Fredericktown, Mo 63645**

www.RideSMTS.org

June 12, 2025

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LEGAL NOTICE

June 12, 2025

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES – The Rehabilitation And New Construction of SMTS, Inc. Transit Facility

Southeast Missouri Transportation Service, Inc. (SMTS) is seeking proposals for Construction Management Services - SMTS Facility Renovation. The scope of work is outlined in the Request for Qualifications (RFQ). The successful Proposer shall meet the terms and conditions set forth in this document and all other attachments.

The RFQ, which includes the procurement schedule, may be obtained on SMTS's website at www.RideSMTS.org or by contacting:

SMTS, Inc.

Attn: Tracy Jones, Executive Director

Re: Construction Management Services for SMTS, Inc. Rehabilitation and New Construction of Transit Facility

P.O. Box 679 | 700 East Highway 72

Fredericktown, Missouri 63645-0679

All proposals must be received on or before 1:00 PM (CST) on Monday, July 28, 2025, at the address listed above.

The right is reserved to accept any proposal/bid or any part or parts thereof or to reject any and all proposals. Acceptance of any proposal/bid is subject to concurrence by the Missouri Department of Transportation and the United States Department of Transportation.

Any contract resulting from these proposals is subject to financial assistance contract between SMTS and the United States Department of Transportation and the Missouri Department of Transportation.

The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 Introduction

The Southeast Missouri Transportation Service, Inc. (SMTS) SMTS is a non-governmental, non-profit, general public passenger transportation service. The organization is governed by a board of directors and administered by a full-time executive director. SMTS transportation services are available throughout South Central and Southeast Missouri. In 1980, SMTS for the first time, offered services to the general public. Today SMTS provides a wide variety of “door-to-door” passenger transportation services to all age groups. SMTS is funded by a variety of sources. The Missouri Department of Transportation provides money for operation and administration in the form of direct grants. Other sources of revenue include contracts for service with Area Agencies on Aging. These contracts provide each rider with the opportunity to make a contribution toward their ride. All rider contributions are confidential.

This project is titled CONSTRUCTION MANAGEMENT for the Rehabilitation And New Construction of Transit Facility for SMTS, which includes the renovation of the existing 3,795 square foot former Highway Patrol headquarters building to accommodate adequate office space to accommodate staffing, driver’s lounge, kitchenette, training room, and light vehicle maintenance. The renovation would also include an existing 202 square foot storage building which would upon completion house maintenance equipment and supplies. The scope would also include the addition of a 160’ covered parking garage, complete with a wash bay, vacuum, and proper electrical service to accommodate EV charging, maintenance and security.

1-2 Purpose

The SMTS Request for Qualifications (RFQ) is to engage the services of a qualified firm that will provide construction management services for the proposed facility project. The selection of the Contractor will be qualification-based in accordance with the Brooks Act, Section 1-10.

1-3 Proposal Submission

The proposer will submit:

One **(1) original proposal and four (4) hard copies;**

Original and required copies, complete with all signed affidavits and certifications, will be bound together. Oversized pages used for drawings or similar purposes are allowed. The package containing the proposal must be clearly marked with the words "**Proposal for SMTS Facility Renovation**" and the time and date proposals are due. SMTS will not accept responsibility for late proposals that may be improperly routed in the mail or otherwise delivered after the prescribed date and time.

SMTS shall not be responsible for unintentional premature opening of a proposal that has not been properly addressed and identified per the instructions included with this RFQ.

All proposals are due NO LATER THAN 1:00 PM CST on Monday, July 28, 2025

1-4 Proposal Requirement, Format and Required Content

Proposals for the requested services will be acceptable only if a person, firm or corporation meets the following qualifications:

Adequate experience and verifiable history providing the work required as sought through this Request for Qualifications;

Adequate personnel and financial resources to fulfill the agreement in a satisfactory manner within the time specified;

Sub-contracting work to others is allowed.

Proposals shall be prepared in a clear, concise, and economical manner. Proposals should be bound simply and sections shall be tabbed to coincide with the sections of the RFQ and pages should be numbered in each section.

There is no page limitation or minimum document size, but any information the Proposer submits is expected to be concise and relevant to the RFQ. Illustrations may be included in the proposal. Proposals that do not adhere to the required format, are difficult to read or are deemed illegible by SMTS may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

A. Request for Qualification Cover Page and all executed Attachments

B. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each company/firm.
2. Proposed working relationship among proposing companies/firms, i.e. prime-subcontractors, if applicable.
3. Signature of a person authorized to bind the proposing firm/company to the terms of the proposal.

C. Qualifications and Capabilities of the Company

1. Name(s) and title(s) of all key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.

2. Provide a brief profile of the Proposer, including its principal line of business, year established, form of organization and a general description of the Proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may affect the Proposer's ability to complete the project.

3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service by reason of its strength and stability.

4. Identify any and all subcontractors. For each subcontractor, provide the name the company, address, contact person, telephone number and project function(s).

D. Related Experiences and References

1. This section of the Proposal should establish the ability of the Proposer to provide the required service by demonstrating competence in the performance of services to be provided. Proposers should identify or provide any record(s) of satisfactory performance on similar contracts and supportive client references. Provide examples of similar contracts that the Proposer has undertaken (indicating current status of the contract) within the last two years.

For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

E. Technical Proposal

1. Proposers must demonstrate their understanding of the project, describe their project approach and explain how they will meet SMTS's goals and objectives.

2. Provide, in narrative form, a plan of how your organization would approach this project if awarded the contract. This should include, but not be limited to, a detailed description of your team's approach and capability to handle the structural issues involved in this project.

F. Accessibility

1. Provide, in narrative form, the accessibility of those assigned to the project will meet with SMTS staff and complete projects in a timely manner.

2. Describe the firm's workload and current capacity to accomplish work for SMTS.

1-5 Proposal Signature

Each proposal shall include the RFQ Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority.

1-6 Inquiries

The proposer is required to show on all correspondence with SMTS the following: "**SMTS Facility Renovation**". Any communication with SMTS should be written and directed to: Tracy Jones, Executive Director, SMTS. Written communication may also be forwarded via email to tracy@ridesmts.org. Correspondence will not be accepted by any other means or by any other SMTS staff member.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Qualifications available	Thursday, June 12, 2025
Deadline for questions and clarifications (5 PM CST)	Monday, June 30, 2025
Deadline for responses to questions and clarifications	Wednesday, July 9, 2025
Proposals due (1:00 PM CST)	Monday, July 28, 2025
Bid Evaluation Period (Potential Interviews)	Through Monday, August 11, 2025
Anticipated start-up date:	Tuesday, August 19, 2025

1-8 Interviews & Presentations

SMTS may schedule interviews and presentations for Proposers submitting proposals for this project. These interviews and presentations will allow selected Proposers to present their proposals and approaches to this project in greater depth.

SMTS will expect the Project Manager to take an active part in making the presentation at the Proposer's interview. The Project Manager would have day-to-day responsibility conducting services contracted or very closely supervising others' work for the services contracted, if awarded.

The interview and presentation will last approximately one hour. Your presentation should be limited to approximately 20 minutes. The remainder of the time will be used for follow-up discussion and questions.

The presentations will be at the SMTS offices on 700 East Highway 72, Fredericktown, Missouri.

1-9 Proposal Specifics

The Selection Committee reserves the right to reject any or all proposals.

1-10 Examination of RFQ and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, compliance requirements and all instructions. Failure to do so will be at the Proposer's risk. It is the intent of these specifications to provide service(s) of first quality. The service(s) proposed must be high quality in all respects. No advantage will be taken by the Proposer in the omission of any part or detail, which goes to make the service(s) complete. All manner of services not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

The submission of a proposal shall constitute an acknowledgment upon which SMTS may rely on that the Proposer has thoroughly examined and is familiar with the solicitation, instructions and Scope of Work, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFQ. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFQ, work sites, statutes, regulations, ordinances, or resolutions.

1-11 Interpretation of RFQ and Contract Documents

No oral interpretations as to the meaning of the RFQ will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFQ, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (as defined in 1-7, Procurement Schedule) for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFQ, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable to all contractors who have received a proposal package on this RFQ and to whom the RFQ has been issued to at least seven (7) calendar days prior to the proposal due date. **All addenda will become part of the RFQ and any subsequently awarded Contract.** Oral explanations, statements, or instructions given by SMTS before the award of the Contract will not be binding upon SMTS.

SECTION 2 – SCOPE OF WORK

2-1 Project Management

The construction management firm will manage the project through a process of open and frequent communication. The construction management firm will be expected to participate in

regular in-person meetings organized around SMTS, SMTS A&E contractor, and the construction contractor.

The construction management firm will employ a thorough quality assurance and project management process, which includes multiple levels of review of all construction activities, as well as meticulous tracking of budget costs and the project schedule. As a result, the construction management firm will manage both the budget and the deliverables to maintain project flow and timeliness.

2-3 Project Initiation

To initiate the work, key members of the A&E firm team and the construction manager will meet with SMTS and its partners for an on-site project kick-off meeting to review the scope of work, schedule, and to refine project details. SMTS values the importance of ongoing value-added communication and expects well-established and maintained lines of communication throughout the project. At the kick-off meeting, the A&E firm will:

Clarify project objectives, priorities, and deliverables

Identify and discuss critical local or regional issues

Develop a schedule for meetings

Identify project contacts and establish interface protocols between the consulting team, SMTS, and any other parties that will be involved in the design process

Discuss data/mapping needs and other resources

Review the work plan with associated milestones

2-4 Construction Phase Activities

- Assist and Participate in Pre-Construction Conference
- Provide Contractor oversight for compliance with the requirements of the Build America Buy America Act (BABA). The oversight compliance will include verification of domestic production of Iron, Steel, Manufactured Products, and Construction Materials. Construction Materials Subject to BABA include, Non-Ferrous Metals, Plastic and polymer-based products, Glass, Fiber Optic Cable (including Drop Cable), Optical fiber, Lumber, Drywall, and Engineered Wood.
- Review Contractor Pay Applications
- Attend Weekly/ Biweekly Construction Progress Meetings
- Oversee Materials Testing
- Provide Full Time Construction Inspection
- Maintain a Daily Construction Project Activity Log
- Provide Assistance as Needed for contractor Request for Information (RFI)
- Review Change Order Requests
- Assist the A&E Firm with Substantial Completion Walkthrough
- Assure Production of Accurate As-Built/Record drawings
- Verify Completion of Punch List
- Assure Completion and Submission of Close Out Documentation

SECTION 3 – PROPOSAL SUBMISSION PROVISIONS

3-1 Postponement, Amendment and/or Cancellation of Request for Qualifications

SMTS reserves the right to revise or amend any portion of this RFQ prior to the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through addenda to this RFQ. Copies of such addenda and/or amendments shall be placed on the SMTS website and will be furnished to the Proposer's email address submitted on the Contractors Registration Form. If the revisions or addenda require changes in requested information or the format for proposal submission, the established date for submission of proposals contained in this RFQ may be postponed by such number of days as, in SMTS's opinion, shall enable Proposers adequate time to revise their proposals.

SMTS reserves the right to cancel this RFQ at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

3-2 Rejection of Proposals

SMTS reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

3-3 Clarification of Proposals

SMTS reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in the proposals' rejection.

3-4 Modification or Withdrawal of Proposals and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFQ Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at SMTS's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

3-5 Errors and Administrative Corrections

SMTS will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications by SMTS. SMTS reserves the right to request an extension of the proposal period from a Proposer or Proposers. SMTS reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

3-6 Compliance with RFQ Terms and Attachments

SMTS intends to award a Contract based on the terms, conditions, and attachments contained in this RFQ. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFQ. An exception is not a response to a RFQ requirement.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

3-7 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any over-head, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the proposer's offer.

If SMTS determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. SMTS's determination shall be final.

3-8 Taxes and Interest

SMTS is exempt from payment of Federal, Excise and Transportation Tax, and the Missouri Sales, Excise and Use Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

SMTS will not pay interest on unpaid or disputed invoices, whether due or overdue.

3-9 Single Proposal Response

If only one Proposal is received in response to the RFQ, a sample of two (2) Proposals, if available, awarded to the Proposer within the past two (2) years may be requested of the single Proposer. A cost/price analysis and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

3-10 Exclusionary or Discriminatory Specifications

SMTS agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h) (2) by refraining from using any Federal assistance awarded by the FTA to support procurements using exclusionary or discriminatory specifications. SMTS further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

3-11 Protest Procedures

Pre-Proposal Protests:

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Executive Director of SMTS as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

SMTS may, within their discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by SMTS as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by SMTS shall be the final agency decision on the matter.

Pre-Award Protests:

With respect to protests made after the deadline for submission of bids/proposals but before contract award by SMTS, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process.

Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Executive Director of SMTS no later than five (5) business days after the Recommendation for Contract Award announcement by SMTS.

SMTS, within their discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SMTS shall announce the contract award.

The decision by SMTS shall be the final agency decision on the matter.

Requirements for Protests:

All protests must be submitted to SMTS in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by SMTS.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to SMTS at the address shown in the solicitation documents.

Protest Response:

SMTS shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SMTS will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official SMTS response to the protest and SMTS will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

3-12 Insurance Requirements

Contractor shall not commence work until all insurance required under this section has been obtained and the proper insurance verification has been provided to SMTS. The Contractor will maintain the minimum Insurance coverage standard for the type of services being provided throughout the contract. Insurance policies shall be from a company licensed to do business in the State of Missouri.

3-12.1 General Requirements

All insurance policies shall be written with a company or companies licensed to conduct business within the State of Missouri and holding a current Best's Key Rating of A- VII or better. Contractor agrees to name SMTS as additional insureds on General, Business Automobile and Excess or Umbrella liability and Professional Liability Insurance policies by endorsement to the policies. Insurance policies shall be endorsed to give SMTS thirty (30) day's written notice (ten (10) days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, SMTS retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.

There shall be no exclusions for punitive damages in the General or Business Automobile policies.

Complete, certified copies of all insurance policies applicable to this agreement will be sent to SMTS within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by SMTS. Until copies of policies are received, Evidence of Coverage in the form of an original Certificate of Insurance shall be submitted to SMTS. The Contractor also agrees to have deficiencies in the insurance policies amended as per the directions of SMTS or its representative.

3.12.2 Required Coverages

The Contractor agrees to provide the following coverages:

A. Commercial General Liability (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage) \$1,000,000

Personal and Advertising Injury Limit \$1,000,000

General Aggregate Limit \$1,000,000

Products and Completed Operations Aggregate Limit \$1,000,000

Fire Damage Limit \$50,000

Medical Payments – Any One Person \$5,000

B. Business Automobile Policy either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Owned, Hired or Non Owned (Per Accident) \$1,000,000

Medical Payments (Each Person) \$5,000

Comprehensive (\$5,000 Deductible – Maximum) Actual Cash Value

Collision (\$5,000 Deductible – Maximum) Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to SMTS for each vehicle or driver before it can be used in service. The Contractor will be fully responsible for all physical damage deductibles to SMTS owned vehicles. In addition, Contractor will be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

C. Workers Compensation

Part A Statutory

Part B – Employers Liability

Bodily Injury by Accident \$500,000

Bodily Injury by Disease (Policy Limit) \$500,000

Bodily Injury by Disease (Each Employee) \$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of the Contractor.

SECTION 4 – PROPOSAL EVALUATION & CONTRACT AWARD

4-1 General

The selection of the Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical proposal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the

technical evaluation process, SMTS will select the highest ranked Contractor for contract negotiations.

The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. SMTS expects all Proposers to fully cooperate with its evaluation process.

4-2 Eligibility for Award / Preliminary Proposal Review

The preliminary review is the initial step in the proposal review process and the purpose is to gauge the responsiveness of the Proposer. The proposals will be preliminarily evaluated according to the following criteria:

- The completeness of the proposal,
- The Proposer has submitted proposal on or before the required due date and time,
- The required forms, certifications, and deliverables have been submitted.

Failure to meet any or all of the above criteria will result in a nonresponsive proposal and said proposal will be rejected in its entirety.

In order to qualify as a Responsible Proposer, in addition to the other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of SMTS that it has the integrity, skill, and experience to faithfully perform the conditions of the Contract and that it has the necessary financial resources to provide the services in a satisfactory manner and within the time specified.

To be considered skilled and experienced, the Proposer must show, among other requirements of SMTS, that it has satisfactorily supplied services of the same general type and scope as that which is called for in this RFQ.

The Proposer shall maintain at all times, the necessary licenses, permits or certifications required and may be required to furnish evidence of the same.

4-3 Evaluation of Proposals

All responsive submittals in response to this solicitation shall be evaluated. Each submittal will undergo an administrative evaluation, responsive submittals will be distributed, for review only, to the Evaluation Committee. The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. Following the collection of scoring an Evaluation Committee meeting will be held to complete the evaluation of the submittals. The highest scoring submitter will then be invited to meet with SMTS to begin scope of work and fee negotiations. If a fair and reasonable fee cannot be agreed to between the highest ranked

submitter and SMTS, then SMTS staff will meet with the second highest scoring submitter to begin scope of work and fee negotiations. Then the third highest scored submitter, etc., until a fair and reasonable scope and fee are agreed to by both parties.

4-4 Scoring and Evaluation Criteria

Each criterion has been assigned a weighting factor that reflects the relative significance or priority each criterion has in determining quality associated with this service. Conversely, the proposal receiving the highest total score shall be deemed the proposal in the opinion of SMTS, best meets the established criteria listed herein. Proposals will be rated on a scale from one (lowest rating) to ten (highest rating) with regard to each evaluation criterion. As such, the proposal that is evaluated by an evaluation team member as the best with regard to a particular criterion will receive the maximum number of points for that criterion. The evaluation criteria are listed as follows:

1. Key Personnel/Capacity: 30%

The extent to which the firm has the personnel, equipment, capacity and facilities with the necessary experience and training to perform the work.

2. Past Performance: 40%

The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client satisfaction

3. Proposal/Technical Criteria: 30%

The extent to which the firm's proposal addresses the key technical areas of importance and tasks as listed in the scope of services and demonstrates a thorough understanding of the scope of the undertaking.

4-5 Contract Award

Contract award, if any, will be made by SMTS to the properly licensed, responsible Proposer whose proposal best meets the requirements of the RFQ, and will be the most advantageous to SMTS with respect to operational plan, quality, and other factors as evaluated by SMTS. SMTS shall have no obligations until a Contract is signed between the Proposer and SMTS.

Contract award will occur when SMTS signs the Contract or issues a purchase order. No other act of SMTS shall constitute Contract award. The Contract will establish the Contract value and incorporate the terms of this document, but will not be the authorization for Contractor to proceed.

4-6 Execution of Contract and Notice to Proceed

The Proposer to whom SMTS intends to award the Contract shall sign the Contract and return it to SMTS. Upon authorization by SMTS's Board of Directors, the Contract will be countersigned. Upon receipt by SMTS of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

4-7 Public Disclosure of Proposals

SMTS is subject to the Missouri Sunshine Law (Chapter 610 of the Missouri Revised Statutes). Therefore, the contents of this RFQ and the Contractor's proposal submitted in response to this RFQ shall be considered public documents and are subject to the Missouri Sunshine Law. As such, all proposals submitted to SMTS will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Missouri Sunshine Law. It is SMTS's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Missouri Sunshine Law.

All data, documentation and innovations developed as a result of these contractual services shall become the property of SMTS.

SECTION 5 – STANDARD CONTRACTUAL TERMS & CONDITIONS

5-1 Administration

This Contract is between SMTS and the Contractor who will be responsible for providing the goods and/or performing the services described herein. SMTS is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services has not been written with this intent.

Contractor represents that it has or will obtain all duly licensed and qualified personnel and equipment required to perform hereunder. Contractor's performance under this Contract may be monitored and reviewed by the Executive Director of SMTS. Reports and data required to be provided by Contractor shall be delivered to the Executive Director of SMTS. Questions by Contractor regarding interpretation of the terms, provisions, and requirements of this Contract shall be addressed to the Executive Director of SMTS for response.

5-2 Notification of Delay

Contractor will notify SMTS's Executive Director as soon as Contractor has, or should have, knowledge that an event has occurred which will delay delivery or start-up of services. Within five days, Contractor will confirm such notice in writing furnishing as many details as is available.

5-3 Request for Extension

Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by SMTS's Executive Director to make a decision of any request for extension. SMTS's Executive Director will examine the request and any documents supplied by Contractor and will determine if Contractor is entitled to an extension and the duration of such extension. SMTS's Executive Director will notify Contractor of the decision in writing. It is expressly understood and agreed that Contractor will not be entitled to damages or compensation, and will not be reimbursed for losses on account of delays resulting from any cause under this provision.

5-4 Contract Changes

Any proposed change in the contract will be submitted to SMTS for its prior written approval and SMTS will make the change by a Change Order if agreed upon by both parties in writing. Each written Change Order will expressly include any change in the Contract price or delivery schedule. No oral order or conduct by SMTS will constitute a Change Order unless confirmed in writing by SMTS.

5-5 Instructions by Unauthorized Third Persons

In accordance with subsection 5-4, Contract Changes, of the solicitation, SMTS's Executive Director is the only person authorized to make changes within the general scope of the Contract. Any instructions, written or oral, given to Contractor by someone other than SMTS's Executive Director, which are considered to be a change in the Contract, will not be considered as an authorized Contract change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

5-6 Cost or Price Analysis

SMTS reserves the right to conduct a cost or price analysis for any purchase. SMTS may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single Bid being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on Bid prices. SMTS may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow SMTS to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and SMTS reserves the right to negotiate with the single Proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, SMTS reserves the right to reject the single Bid. Contract change orders or modifications will be subject to a cost analysis.

5-7 Lack of Funds

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Contract or in any amendment hereto, SMTS may, upon written notice to Contractor, terminate this Contract in whole or in part. Such termination shall be in accordance with SMTS's rights to terminate for convenience or default.

5-8 Force Majeure

The timely receipt of SMTS's requirements is essential. If the requirements are not received on time in accordance with the delivery schedule, SMTS may cancel the unfilled portion of the contract for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages. SMTS may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Contractor obligations.

The Contractor shall be entitled to a reasonable extension of time from SMTS for the delays caused by damage to Contractor's and/or SMTS's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions or acts of nature, power failures, riots, acts of civil or military authorities of competent jurisdiction, strikes, lockouts, and any other industrial, civil or public disturbances beyond the control of the Contractor and its subcontractors causing the inability to perform the requirements of this Contract. Any delay other than ones mentioned above shall constitute a breach of Contractor's contractual obligations.

5-9 Taxes, Licenses, Laws, and Certificate Requirements

Contractor shall maintain and be liable for all taxes, fees, licenses, and costs as may be required by federal, state, and local laws, rules, and regulations for the conduct of business by Contractor and any subcontractors and shall secure and at all times maintain any and all such valid licenses and permits as may be required to provide the services or supplies under this Contract. If for any reason, Contractor's required licenses or certificates are terminated, suspended, revoked, lapsed, or in any manner modified from their status at the time this Contract becomes effective, Contractor shall immediately notify SMTS in writing of such condition.

Contractor will give all notices and comply with all federal, state, local and SMTS laws, ordinances, rules, regulations, standards, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these General Provisions of the Contract and the other Contract Documents. If the Contract Documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by SMTS in the Contract Documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request,

Contractor shall furnish to SMTS certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the Contract.

Applicable provisions of all federal, state, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and SMTS, by and through its officers, employees and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

5-10 Defective Work, Materials or Services

When and as often as SMTS determines that the work or services furnished under the Contract are not fully and completely performed and/or provided in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to Contractor. Within seven (7) calendar days of receiving such written notification, Contractor must supply SMTS with a written detailed plan which indicates the time and methods needed to bring the work or services within acceptable limits of the Contract. SMTS may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials, or services will be deemed not accepted and returned to Contractor at Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to SMTS by law, including those available under the Uniform Commercial Code.

5-11 Assignment

Contractor shall not assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, whether by assignment or notation, without the prior written consent of SMTS. If an assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of Contractor. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment may be conditioned upon the posting of bonds, securities and the like by the assignee and the assignee must assume the written Contract and be responsible for the obligations and liabilities of Contractor, known and unknown, under this Contract and applicable law.

SMTS may assign its rights and obligations under the Contract to any successor to the rights and functions of SMTS or to any governmental agency to the extent required by applicable laws or governmental regulations, or to the extent SMTS deems necessary or advisable under the circumstances.

5-12 Indemnification and Hold Harmless

Contractor/Proposer agrees to indemnify and hold harmless SMTS, its directors, officers, employees including SMTS contracted management service employees acting on behalf of SMTS from and against all claims and damages, including reasonable attorneys' fees and other costs and expenses incident thereto because of harm, injury or death to persons or loss,

damage or destruction to property, including property of SMTS, the Agreement and third persons, resulting from the negligence of Contractor/Proposer or its directors, officers, agents or employees while such person is acting in the scope of this Agreement.

5-13 Applicable Law and Forum

All work done pursuant to any contract resulting from this RFQ will be governed by and construed according to the regulations of the Federal Transit Administration and the laws of the State of Missouri. Further, the successful Proposer shall abide by all federal, state, and local laws, codes, and ordinances governing any areas(s) in which a service is rendered and shall have all required permits, licenses, agreements, tariffs, bonding, and insurance required by same. No claims for additional payment shall be approved for changes required to comply with any such requirements. Any actions arising here from shall be filed in the County of Madison, Missouri and the Federal Transit Administration if applicable.

5-14 Attorney Fees

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including attorney's fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

5-15 State Officials and Employees Ethics Act

It is a breach of ethical standards for any SMTS employee to participate directly or indirectly in a procurement when the employee knows:

- The employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement. In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Directors, or other SMTS employees other than the designated procurement officer.

5-16 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest – Contractor by entering into this Contract with SMTS to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to SMTS and take action immediately to eliminate the conflict or to withdraw from this Contract, as SMTS may require.

B. Contingent Fees and Gratuities – Contractor, by entering into this Contract with SMTS to perform or provide work, services, or materials, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

2. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of SMTS or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

5-17 Conflicts of Interest – Current and Former Employees

SMTS seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former SMTS employees in transactions with SMTS. Consistent with this policy, no current or former SMTS employee may contract with, influence, advocate, advise, or consult with a third party about an SMTS transaction, or assist with the preparation of Bids submitted to SMTS while employed by SMTS or within one (1) year after leaving SMTS's employment, if he/she participated in determining the work to be done or process to be followed while a SMTS employee.

Furthermore, no member, officer, or employee of SMTS during their tenure or for two (2) years thereafter will have any financial interests, direct or indirect, in this Contract or the proceeds thereof.

5-18 Other Public Agency Orders

Other federal, state, county, and local entities may utilize the terms and conditions established by this Contract. SMTS does not accept any responsibility or involvement in the purchase orders or contracts issued by other agencies.

5-19 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

5-20 Non-waiver of Breach

No action or failure to act by SMTS shall constitute a waiver of any right or duty afforded to SMTS under the Contract; nor shall any such action or failure to act by SMTS constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by SMTS in writing.

5-21 Use of SMTS's Name in Contractor Advertising or Public Relations

SMTS reserves the right to review and approve all SMTS-related copy prior to publication. Contractor will not allow SMTS-related copy to be published in Contractor's advertisements or public relations programs until submitting SMTS-related copy and receiving prior written approval from SMTS's Executive Director. Contractor will agree that published information on SMTS or its program will be factual, and in no way imply that SMTS endorses Contractor's firm, service, or product.

SECTION 6 – SPECIFIC CONTRACTUAL TERMS & CONDITIONS

6-1 Contract

A Contract shall be issued referencing this solicitation. Contract shall define and authorize the work by Contractor based on the negotiated fees agreed to by SMTS. The Contract issued by SMTS may reflect agreed to modification of Contract terms, funding, or other matters subject to subsection 5-4, Contract Changes.

6-2 Contract Documents and Precedence

The documents constituting the Contract between SMTS and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- 1) Any required federal, state or local regulations that may not be altered by SMTS;
- 2) Contract;
- 3) Contract amendments;
- 4) Results of negotiations;
- 5) Solicitation and all issued addenda and approved equals;
- 6) Any optional federal regulations elected by SMTS as expressly set forth herein;
- 7) Clarifications of and amendments to Contractor's proposal as accepted by SMTS;
- 8) Contractor's proposal and Attachments, and all clarifications and amendments issued prior to contract award.

6-3 Contract Term

The term of the Contract shall be effective with the issuance of the Notice to Proceed. The Contract end date will be determined by SMTS final acceptance of the completed construction.

6-4 Payment Procedures

Payments for services rendered and expenses incurred shall be made after presentation of Contractor's invoices. Such invoices shall be computed in accordance with the fee schedule agreed to by SMTS and Contractor, and incorporated into the final contract, and are due and payable within thirty (30) days of receipt of a correct invoice as agreed upon by SMTS. Each invoice shall contain Contractor's list of actual costs incurred. Contractor also agrees to supply, with each invoice, additional information as may be requested by SMTS.

Invoices should clearly identify SMTS purchase order number and any prompt payment discount offered to SMTS for paying within ten (10) days of receipt. SMTS may, at any time, conduct an audit of any and/or all records kept by the Contractor for this project. Any overpayment uncovered in such an audit may be charged against the Contractor's future invoices. SMTS may withhold payment for services it believes were improper, failed to meet with project specifications, or are otherwise questionable. Invoices should be submitted to:

Southeast Missouri Transportation Service, Inc. (SMTS)
Tracy Jones, Executive Director
700 East Highway 72
Fredericktown, Missouri 63645-0679

6-5 Advance Payment Prohibited

No advance payment shall be made for the work furnished by Contractor pursuant to this Contract.

6-6 Prompt Payment to Subcontractors

The Contractor is required to pay each first tier Subcontractor for all work that the Subcontractor has performed to the satisfaction of SMTS, no later than thirty (30) calendar days after the Contractor has received payment from the District for that work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within thirty (30) days after receipt of such retainage from District, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within thirty (30) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.

A delay in or postponement of payment to a Subcontractor requires good cause and prior written approval by SMTS's Executive Director or his/her designee. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

SMTS will not pay the Contractor for work performed unless and until the Contractor ensures that each Subcontractor has been promptly paid under all previous payment requests, as evidenced by the filing with SMTS of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by SMTS) which identifies each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with SMTS, except for the first payment request.

Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

6-7 Price

Contractor's Price shall be the negotiated fee(s) agreed upon by SMTS unless SMTS requests and negotiates a contract modification.

6-8 Summary Report

Contractor shall, if requested, submit to SMTS a quarterly report of services provided to SMTS under this Contract. The report, in a format acceptable to SMTS, shall identify by item the amount of work completed, the status of the project in relation to the schedule, and any other information that may be relevant to project oversight.

6-9 Express Warranties for Services

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner; and that the services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall be in compliance with all applicable laws, rules, and regulations.

6-10 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

6-11 Notices

Any notice which is required to be given hereunder shall be deemed sufficiently given or rendered if such notice is in writing and is delivered personally or sent by certified mail, postage prepaid, return receipt requested, or by a national overnight courier service to the following addresses:

Southeast Missouri Transportation Service, Inc. (SMTS)
Tracy Jones, Executive Director
700 East Highway 72
Fredericktown, Missouri 63645-0679

Any notice given hereunder by personal delivery or express mail shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

6-12 Non-Disclosure of Data

Data provided by SMTS either before or after Contract award shall only be used for its intended purpose. Proposers, vendors, Contractors, and subcontractors shall not utilize or distribute SMTS data in any form without the prior express written approval of SMTS.

6-13 Non-Disclosure Obligation

While providing the work required under this Contract, Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." Contractor shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of Contractor's own confidential information.

The Contract imposes no obligation upon Contractor with respect to confidential information which Contractor can establish that: a) was in the possession of, or was rightfully known by Contractor without an obligation to maintain its confidentiality prior to receipt from SMTS or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by Contractor without the participation of individuals who have had access to SMTS's or the third party's confidential information. Contractor may disclose confidential information if so required by law, provided that Contractor notifies SMTS that the third party of such requirement prior to disclosure.

6-14 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

If a Contractor considers any portion of any documents which may be delivered to SMTS pursuant to this Contract to be protected under the law, Contractor shall clearly identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." If a request is made for disclosure of any such document, SMTS will determine whether the document should be made available under the law. If the document or parts thereof are determined by SMTS to be exempt from public disclosure, SMTS will not release the exempted document. If the document is not exempt from public disclosure law, SMTS will notify Contractor of the request and allow Contractor five (5) days to take whatever action it deems necessary to protect its interests. If Contractor fails or neglects to take such action within said period, SMTS will release the document deemed subject to disclosure. By signing a Contract, Contractor assents to the procedure outlined in this paragraph and shall have no claim against SMTS on account of actions taken under such procedure.

6-15 Ownership of Data

Subject to the rights granted to Contractor pursuant to this Agreement, all right, title and interest in and to the data collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of SMTS. Contractor shall surrender all such data to SMTS prior to submitting an invoice for final payment.

6-16 Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through subsection 5-4, Contract Changes/ Change Order Procedure.

6-17 Counterparts

This Contract may be signed in two (2) counterparts, each of which shall be deemed an original and which shall together constitute one (1) Contract.

6-18 Contractual Relationships

No contractual relationship will be recognized under the Contract other than the contractual relationship between SMTS and the Contractor.

SECTION 7 – MISSOURI REQUIREMENTS

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).

INCORPORATION OF FEDERAL CLAUSE PROVISIONS

The Federal Clause provisions of **Section 8** - Federal Clauses are hereby incorporated into this RFP and any Resulting Agreement. By submitting a proposal or entering into any Resulting Agreement, Contractor acknowledges that they have received and shall comply by the Federal Clause provisions of **Section 8**.

REQUIREMENTS TO DO BUSINESS IN MISSOURI

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

Registration with Secretary of State: The Contractor 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 Macon Area Chamber of Commerce 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.

Transient Employer Certificate: All out-of-state Contractor's 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.

NON-EMPLOYMENT OF UNAUTHORIZED ALIENS

Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars (5,000) by the State or by any political subdivision of the State to any Contractor, or for any Contractor 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 Contractor 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 Contractors 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. Contractors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and titled ***Worker Eligibility Verification*** and is found on the next page"

Conflict of Interest

Each Proposer 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 Proposer 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.

DBE Participation Encouraged

The Disadvantaged Business Enterprise (DBE) goal for this solicitation is **0%**. DBE participation is encouraged. A listing of accepted DBE firms can be found on the Missouri Regional Certification

Committee (MRCC). Click on the MRCC Directory at the following link:

<https://www.modot.org/welcome-business-development-and-compliance>

By submitting a proposal or entering into any Resulting Agreement, Contractor acknowledges that they have received and shall comply by the DBE, Prompt Payment, Return of Retainage Payments provisions. Federal DBE requirements appear in section **8-7 Disadvantaged Business Enterprises**.

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

I 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 information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with 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.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with 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 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 acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Authorized Signature _____ Date _____

Attest _____ Date _____

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]

ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

BOX A: To be completed by any vendor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”

BOX B: To be completed by a vendor that meets the definition of “Company” but has less than ten employees.

BOX A – NON-COMPANY ENTITY

I certify that __ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please _____)

Authorized Representative's _____

Entity _____

Date _____

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that __ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative's Name (Please _____)

Authorized Representative's _____

Company _____

Date _____

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that __ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)_____
Authorized Representative's Signature

Company Name _____

Date _____

SECTION 8 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

8-1 No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8-2 Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8-3 Access to Records and Reports

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5339, or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

8-4 Changes to Federal Requirements

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8-5 Termination

a. **Termination for Convenience (General Provision)** SMTS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid for the work it has completed consistent with its contract requirements. No contract close-out costs and lost profits shall be paid to the Contractor. Termination will be effected by written notice at least ten (10) days prior to termination date. If the Contractor has any property in its possession belonging to SMTS, the Contractor will account for the same, and dispose of it in the manner SMTS directs.

b. Termination for Default [Breach or Cause] If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SMTS may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by SMTS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, SMTS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure SMTS in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SMTS's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from SMTS setting forth the nature of said breach or default, SMTS shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMTS from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that SMTS elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by SMTS shall not limit SMTS's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience of Default (Cost-Type Contracts) SMTS may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of SMTS or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from SMTS, or property supplied to the Contractor by SMTS. If the termination is for default, SMTS may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMTS and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of SMTS, the Contractor shall be paid as provided for in Section 8-5 (a).

8-6 Civil Rights Requirements

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

8-7 Disadvantaged Business Enterprises

a. It is the policy of the Department of Transportation and PURCHASER that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this contract. Consequently, the DBE requirement of 49 C.F.R. applies to this contract.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, natural origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from PURCHASER. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the PURCHASER. This clause applies to both DBE and non-DBE subcontractors.

d. The contractor or its subcontractors agrees to ensure that DBEs as defined in 49 C.F.R. have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with federal funds provided under this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform under this contract. Contractors shall not discriminate on the basis of race, creed, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

e. DBEs will be encouraged and afforded full opportunity to actively solicit information concerning this project and to submit bids and/or proposals.

8-8 Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set

forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

8-9 Suspension and Debarment

By signing and submitting its bid or proposal, the offeror certifies as follows:

The certification in this clause is a material representation of fact relied upon by SMTS. If it is later determined that the bidder or offeror knowingly rendered an erroneous certification, in addition to remedies available to SMTS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment, and will be grounds for SMTS to terminate the agreement. The bidder or offeror agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or offeror further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8-10 Disputes, Breaches, Defaults, or Other Litigation

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SMTS's Executive Director. This decision shall be final and conclusive unless within five (5) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by SMTS, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SMTS and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which SMTS is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any

duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SMTS or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8-11 Disclosure of Lobbying Activities

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

8-12 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-13 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8-14 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8-15 Seat Belt Use

The contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

8-16 Safe Operation of Motor Vehicles

The contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The contractor agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

8-17 Recycled Products

To the extent applicable, the contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

8-18 Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify OVRTA so that it can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2

C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

8-19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8-20 Federal Tax Liability and Recent Felony Convictions

The Contractor hereby certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

8-21 Trafficking in Persons

The Contractor agrees that it and its employees that participate in this contract, may not: Engage in severe forms of trafficking in persons during the period of time that this contract is in effect, procure a commercial sex act during the period of time that this contract is in effect, or use forced labor in the performance of any activities covered by this contract.

7-19 Safe Operation of Motor Vehicles

The contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

- (i) Safety. The contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
- (ii) Recipient Size. The contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- (iii) Extension of Provision. The CONTRACTOR agrees to encourage its subcontractors to comply with this Special Provision, and include this Special Provision in each third party subcontract at each tier supported with federal assistance.

ATTACHMENT A – Vendor Checklist

(Verification that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

Proposal Documents	Vendor Checklist	SMTS Checklist
Proposal Affidavit (Attachment B)		
Addenda Acknowledgement Page (Attachment C)		
Affidavit of Non-Collusion (Attachment D)		
Compliance with Federal Lobbying Regulations (Attachment E)		
Firm Data Sheet (Attachment F)		
Worker Eligibility Verification Affidavit (Missouri Requirements)		
Anti-Discrimination Against Israel Act Certification (Missouri Requirements)		

ATTACHMENT B – Proposal Affidavit

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty, and Quality Assurance Requirements, with all supporting certificates and affidavits, for the provision of services specified.

Signed: _____

Title: _____

Company Name: _____

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

Notary Public: _____

My commission expires on _____

ATTACHMENT C – Addendum Acknowledgement Page

The undersigned acknowledges receipt of the following addenda to this RFQ.

(Include the number and date for each entry.)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Qualification, which will require rejection of the proposal.

Signature

Title

____/____/____

Date

ATTACHMENT D – Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Qualifications, designed to limit independent proposals or competition;
3. That the contents of this bid proposal has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Company Name: _____

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

Notary Public: _____

My Commission expires _____, 20_____

Proposer's Federal Employer Identification Number: _____
(Number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT E– Certifications of Compliance with Federal Lobbying Regulations

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Company Official

Date: ____/____/____

Official's Title: _____

ATTACHMENT F – Firm Data Sheet

The prime consultant is responsible for submitting the information requested below for all firms on the project team, both prime and subcontractors. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE-Certified by MODOT
N = Not DBE-Certified by MODOT

NA = Firm Not Claiming DBE Status
IP = DBE-Certification In-Process