

**ADDENDUM 001
REQUEST FOR PROPOSALS
Disadvantage Business Enterprise Availability and Disparity Study
RFP# 6-091105CB**

Offerors shall acknowledge receipt of Addendum 001 (ONE) by signing and including it with the original bid. All other terms and conditions remain unchanged and in full force.

Name and Title of Signer (Print or type)	Name and Title of Department Authority Cheryl Bonner Senior General Services Specialist
Offeror Signature	Department of Transportation 
(Signature of person authorized to sign)	(Authorizing Signature)
Date Signed:	Date Signed: 10/22/2009

1. What is the proposed budget for this study?
\$750,000
2. Does MHTC have a particular period of contracting in mind for the study to examine (e.g. 2005-2009)?
2004-2009 (5 year span)
3. Have any previous disparity studies been performed for MoDOT? If so, can they be made available for potential Offerors to review?
No. However there was a MoDOT Availability Study completed in November 2004.
4. Is the purpose of the study to examine DBE availability and utilization for federally assisted contracts only or for all MoDOT contracting and procurement?
The purpose of the study is to examine federally assisted contracts only, which includes road and bridge construction, off-system projects & consulting.
5. What categories of procurement and contracting are to be examined (e.g. construction, engineering, good and services, etc)?
See answer to question #4.

6. Please explain the meaning of the statement “Offerors are encouraged to submit copies of existing affirmative action programs, if any” on page 8.
If the Offeror has an Affirmative Action Program in place, submit it with your proposal.

7. The RFP states that DBE/WBE contracting is encouraged. Is there a specific DBE/WBE subcontracting goal for this project?
No.

8. Approximately how many contracts (pertinent to this study) have been awarded by MoDOT during the past five years?
The Awarded Projects for the last 5 years are as follows:

SFY05	543
SFY06	519
SFY07	447
SFY08	404
SFY09	492

9. In what format is contracting and bidding information held by MoDOT? For the last five years, are data available in electronic or hard copy form? Does MoDOT retain information on prime and subcontractor utilization for both DBE and non-DBE firms?

Contracting and bidding information is available both electronically and in hard copy format. Both. Yes for DBEs. MoDOT does not retain all the sub-contractor information for non-DBE's including suppliers & haulers, however, we would support and assist with contacting the general contractors to obtain this information.

10. The RFP states that only two payments will be made to the Offeror for work on this study. Would MHTC be prepared to strike this statement from the RFP and replace it with a statement allowing monthly billing and payment?
Yes with approved performance measures.

11. Please provide a copy of the sample post-award contract agreement that will be utilized in the award of this project.
See Attachment I. Attachment I is a shell form that will be revised to accommodate any specifics of the work, including deliverables and any time schedules. The final agreement between the parties will incorporate the RFP and the winning Offeror's response to the RFP, therefore all the provisions in the RFP will be complementing, if not already included, the provisions on the form.

12. Please indicate which industry/contracting sectors MoDOT intends the Study to cover. For example, Construction, Construction-Related Consulting Services, and Off-Systems (Subrecipient) Construction and Consulting.

All of the above - see answer to question #4.

13. It is important to understand the extent to which the MoDOT has collected and retained data on first-tier subcontracts, suppliers, and subconsultants during recent years. Specifically, has data been collected and retained for both DBEs and NON-DBEs? For each of these two groups, please indicate what information, if any, has been retained (*e.g.*, business name, address, phone, owner ethnicity, owner gender, subcontract dollar award amounts, change order amounts, final payment amounts) and for how long of a time period such data has been retained. Please answer separately for each industry/contracting sector to be covered by the Study. Please answer separately for federally-assisted and non-federally- assisted contracts.
MoDOT retains ALL the data mentioned for MoDOT let Road & Bridge Construction Projects for both federally-assisted and state only projects. We also retain the data for the consultant projects. For off-system projects (federal portion), the data would have to be obtained from the sub-recipients.
14. For any sub-recipient contracting to be covered, please indicate whether the data elements identified in Question 13 above are available directly through MoDOT or will need to be obtained individually from the sub-recipients.
The Contractor should be prepared to obtain this data directly from the sub-recipients with the assistance of MoDOT.
15. Regarding the first-tier data mentioned in questions #13 and #14, is the available data electronic (*e.g.*, Access, Excel, delimited ASCII), hard copy, or a mix of the two? Please answer separately for each industry/contracting sector and for separately DBEs and NON-DBEs. Please be as specific as possible in your answer.
All data will be available in hard copy and electronic format for each.

ATTACHMENT I

CCO Form: HR05
Approved: 09/97 (BDG)
Revised: 07/07 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONSULTANT AGREEMENT**

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

WITNESSETH:

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

[Describe the services to be rendered]; and

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

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

(1) SCOPE OF SERVICES:

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

[Describe services to be rendered]

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

(2) ADDITIONAL SERVICES: The Commission reserves the right to

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

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

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

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

(6) DISPUTES UNDER THIS AGREEMENT: The Commission's representative will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by the Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Commission representative's decisions shall be conclusive, binding and incontestable.

(7) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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

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

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

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

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

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

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

(16) EXECUTIVE ORDER: The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of

employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

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

(B) In the event the Consultant fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(17) INCORPORATION OF PROVISIONS: The Consultant shall include the provisions of paragraph 16 of this Agreement in every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

(22) LAW OF MISSOURI TO GOVERN: This Agreement shall be

construed according to the laws of the state of Missouri. The Consultant shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND

TRANSPORTATION COMMISSION
FIRM]

[NAME OF CONSULTANT'S

By _____

By

Title: _____

Title:

ATTEST:

ATTEST:

Secretary to the Commission

Title:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

Title:
