

Missouri Department of Transportation
David B. Nichols, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

CCO Form: GS
Approved: 2/15 (AR)

**REQUEST FOR PROPOSALS
FOR
ON THE JOB TRAINING SUPPORTIVE SERVICES (OJT) FY2014
RFP # 6-150519LK**

TABLE OF CONTENTS

INTRODUCTION.....	4
PROPOSAL SUBMITTAL CERTIFICATION	5
SECTIONS:	
1. GENERAL DESCRIPTION AND BACKGROUND	6
(A) Request for Proposal.....	6
(B) Background	6
(C) Contract Period	6
(D) Schedule of Events	6
2. SCOPE OF WORK AND SPECIFIC SERVICES	7
(A) Scope of Work	7
3. PROGRAM REQUIREMENTS	9
4. REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION.....	16
(A) Required Elements of Proposal	16
1. Experience, Personnel.....	16
2 Proposed Method of Performance.....	16
3. Recommendation from References	16
4. Affirmative Action Plan	16
5. In-kind Contributions or Cash Match	16
6. Partnerships/Collaboration.....	16
7. Other Required Elements.....	16
(B) Submission of Proposals	17
1. Proposal Format.....	17
2. Signatures	18
3. Pricing	18
4. Proposal Life.....	18
5. Submission of All Information Required.....	18
6. Public Inspection	18
7. Clarification of Requirements	19
8. Interview Conference.....	19
9. Official Position of MHTC	19
5. EVALUATION FACTORS AND PROCESS	20
(A) Evaluation Factors	20

1. Evaluation Criteria	20
2. Historic Information	20
3. Responsibility to Submit Information.....	20
(B) Proposal Review/Evaluation	20
6. TERMS AND CONDITIONS	21
(A) Agreement Components	21
(B) MHTC’s Representative.....	21
(C) Assignment.....	21
(D) Amendments	21
(E) Disputes Under the RFP and Resulting Agreement	21
(F) Successors and Assigns	22
(G) Sole Beneficiary	22
(H) Cancellation of Resulting Agreement.....	22
(I) Bankruptcy	22
(J) Status as Independent Contractor.....	22
(K) Subcontractor	22
(L) MBE/WBE Participation Encouraged	22
(M) Nondiscrimination.....	23
(N) Executive Order	23
(O) Non-employment of Unauthorized Aliens	23
(P) Proof of Lawful Presence	24
(Q) Requirements to do Business in Missouri.....	24
(R) Law of Missouri to Govern	25
(S) Venue.....	25
(T) Ownership of Reports.....	25
(U) Release to Public/Confidentiality.....	25
(V) Prohibition Against Kickbacks/Nonsolicitation	25
(W) Conflict of Interest	25
(X) Audit of Records	25
(Y) Indemnification.....	26
(Z) Insurance.....	26
(AA) Section Headings	26
(BB) Severability	26
(CC) No Adverse Inference	26
6. PRICING PAGE	27

LIST OF ACRONYMS

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

Exhibit 1: Annual Worker Eligibility Verification Affidavit29
Exhibit 2: Applicant Affidavit for Sole-Proprietorship or Partnership.....30
Exhibit 3: Firm’s Prior Experience31
Exhibit 4: Professional and Administrative Staff32
Exhibit 5: References.....33
Exhibit 6: In-Kind Contribution, Cash Match Funding and Partnerships.....34
Exhibit 7: Partnerships/Collaboration.....35
Exhibit 8: History of Enrollment Into Training Programs/Heavy Highway Placement.....36

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified firms (**Offerors**) to furnish the described services to the Missouri Highways and Transportation Commission (“**MHTC**” or “**Commission**”) and its operating arm, the Missouri Department of Transportation (“**MoDOT**”). Proposals in the required format provided for in this RFP must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be **received on or before 2:00 p.m., Central Time, May 19, 2015**, at the office of the RFP Buyer of Record:

Leann Kottwitz, CPPB
Senior General Services Specialist
Missouri Department of Transportation
Central Office General Services
830 MoDOT Drive; P.O. Box 270
Jefferson City, MO 65109
Email: Leann.Kottwitz@modot.mo.gov

All documents must be sealed and should be clearly marked “**On the Job Training Supportive Services**”.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR

- (1) The Offeror shall provide a fee proposal to MHTC in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.
- (3) By submission of this proposal, each Offeror and each person signing on behalf of any Offeror, and in the case of a joint proposal, each party thereto as to its own organization, under penalty of perjury, certifies to the best of its knowledge and belief:
 - (A) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or any competitor; and
 - (B) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror prior to the opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (C) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
 - (D) The Offeror certifies that this proposal is made without any connection with any other person/firm/organization/business entity making a proposal for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part from the MHTC/MoDOT is directly or indirectly interested therein, or in any portion of the profits thereof.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

**SECTION 1:
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal: This document constitutes a RFP from firms that have the experience, and personnel to provide On the Job Training Supportive Services (**OJT/SS**) to MHTC/MoDOT as set forth in this RFP.

(B) Background: The mission of the federal OJT/SS Program is to increase the total number of minorities, women, and disadvantaged individuals throughout Missouri and surrounding areas, participating in Federal-aid highway projects to fulfill on-the-job training (**OJT**) positions.

MoDOT received funding from the Federal Highway Administration (**FHWA**) for OJT/SS, which intended to directly impact the local economy by increasing employment opportunities for minorities, women and economically disadvantaged individuals. The OJT/SS project provides educational experiences to enhance work maturity skills, General Education Development (**GED**) attainment, tools, equipment and vocational training and national certification to enter long-term employment in highway/heavy construction and any other training programs that will assist minorities, females and economically disadvantaged individuals into the heavy highway industry in Missouri.

The award of contract(s) for the OJT/SS will be determined and funded by FHWA. An award of the contract for providing the OJT/SS services in the St. Louis area will be made to the successful Offeror in the amount of \$69,827. For the purposes of the award of this RFP in the St. Louis area, the St. Louis area will be defined at that geographic area within a 30 mile radius from the MoDOT St. Louis District Office located at 1590 Woodlake Drive, Chesterfield, MO (hereinafter, “St. Louis area”). An award of the contract for providing OJT/SS services in the Kansas City area will be made to the successful Offeror in the amount of \$69,827. For the purposes of the award of this RFP in the Kansas City area, the Kansas City area will be defined as that geographic area within a 30 mile radius from the MoDOT Kansas City District Office located at 600 NE Colbern Road, Lee Summit, MO (hereinafter, “Kansas City area”). An award of the contract for providing OJT/SS services in all other areas outside of the St. Louis area and the Kansas City area (hereinafter, “outstate area”), will be made in the amount of \$69,827. There award of the contract pursuant to this RFP may be to multiple vendors based upon the responses received.

It is the intent of this RFP to have each successful Offeror enter into a Services Agreement with MHTC (hereinafter “**Resulting Agreement**”), to supply the OJT/SS Services as outlined herein.

(C) Contract Period: The Contract Period for the performance of the services described in this RFP is from the date of the fully executed Resulting Agreement through one (1) year after.

(D) Schedule of Events: Below is the schedule that will be followed. Unless otherwise specified, the time of day will be 7:30 a.m. to 4:00 p.m. Central Time. MHTC

reserves the right at its sole discretion to expand this schedule, as deemed necessary, without any notification except for the deadline date for submitting a proposal.

DATE	EVENT
April 28, 2015	Issue RFP and Advertise intent to solicit proposals.
May 5, 2015	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
May 6, 2015	Issuance of Amendment with resolution of any questions submitted. It is the responsibility of the Offeror to check the website for any and all correspondence throughout the procurement process at: http://www.modot.org/business/contractor_resources/gb_bidding/CO/COcommodities.htm
May 23, 2015, on or before 2:00 p.m., Central Time	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

**SECTION 2:
SCOPE OF WORK**

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

- Provide minorities, women and economically disadvantaged individuals with an educational experience to enhance their employment and work maturity skills, as a means to achieving economic self-sufficiency. No less than 30 students shall be enrolled in each of the 3 coverage areas (St. Louis area, Kansas City area and outstate area) for a total of 90 students to be served by all areas.

- Provide educational experience to enhance the employability and retention to the targeted population attaining full or part-time employment on Federal-aid highway construction jobs by April 30, 2016.

- Provide educational experience to enhance the employability and retention to the targeted population attaining full or part-time employment on Federal-aid highway construction jobs by April 30, 2016.

- Provide GED exam preparation courses and GED preparation testing for minorities, women and economically disadvantaged individuals enrolled in the program with 100 percent successfully passing the GED test as a prerequisite necessary to enter employment in the field of heavy highway construction.

➤ Provide necessary and essential tools and equipment to OJT/SS participants and offer vocational skills classroom and on-site training in the proper and safe use of those tools in order to prepare them for careers in the field of heavy highway construction and support their continued employment on Federal-aid highway construction jobs. Provide introductory and intermediate construction skills training to 100 percent of the targeted population necessary to attain full or part time employment on Federal-aid highway construction jobs by April 30, 2016. Provide tools and equipment to the targeted population throughout enrollment into the training program and after attainment of employment on Federal-aid highway construction jobs.

➤ Provide work readiness, computer literacy, financial management, family wellness, health and fitness, OSHA-10, CPR/First-Aid, CDL training and flagging training to 100% of the participants.

➤ Provide industry-specific (highway/heavy) construction training to 100 percent of the OJT/SS participants to prepare them for entry into employment on Federal-aid highway construction jobs upon completion of the program and retain employment on federal-aid projects. Provide industry-specific construction training to 100 percent of the targeted population who choose the highway construction track to assist with the attainment of employment and retention on Federal-aid highway construction jobs.

➤ Graduate 75% of all participants during the reporting period. Place 60% of all graduates with heavy highway contractors working on MoDOT federal highway projects. Monitor all placements for a period of 2-5 years from the date of graduation.

➤ Additional Services: It is the preference of MoDOT to obtain additional services from the successful Offeror(s). One criteria for the evaluation of the responses will be the Offeror's proposal to provide one or more of the following services:

- a. Provide training and retention services to apprentices and journeymen are not currently employed in the heavy highway industry with positions with heavy highway contractors.
- b. Assistance to students in obtaining hours to complete their apprenticeship program through outreach and placement with heavy highway contractors.
- c. Specialized training and certifications to those trainees currently enrolled in a program in areas such as scaffolding training, welding certifications, global positioning systems (GPS) training, crane operator certifications, flagging certification, etc.
- d. Training to provide students with career building skills to assist with interviewing skills, résumé building. This may include teaching and assisting students in finding employment in the heavy highway industry.

- e. Career building workshop/fair for students upon completion of the program inviting Labor Management Organizations, community based organizations, contractors and other potential employers to interact with students for possible placement with these organizations for heavy highway positions.
- f. Job shadowing opportunities for students. This may include partnering with contractors from various trades to invite students to visit with them to shadow the various career opportunities and positions in the heavy highway industry.
- g. Placement of students who complete the program into positions in the heavy highway industry for employment on projects with contractors who have federal aid highway projects with MoDOT. MoDOT will consider students for placement as seasonal employees if they entity will assist the students with completing the online MoDOT application when seasonal job opportunities are available.

SECTION 3 PROGRAM REQUIREMENTS

Purpose Statement

The purpose statement must provide a summary including the amount of funding the entity is requesting, why the funding is requested and how the funds will be used.

Performance Period

The total performance period shall be October 1, 2014 to September 30, 2015, unless further explanation is given to deviate from this time frame and is approved by MoDOT and FHWA.

Needs Assessment

➤ OJT/SS Program Goal: The broad OJT/SS program goal for all qualified organizations requesting funding is to provide OJT supportive services that will increase the total number of minorities, women and economically disadvantaged individuals (the targeted group) participating in Federal-aid highway construction industry.

➤ Purpose of the Needs Assessment: In order to achieve the broad OJT/SS program goal, qualified organization must determine what services would increase participation of the total number of minorities, women and economically disadvantaged individuals in Federal-aid highway construction industry.

In addition, qualified organization must determine what the current barriers are to the targeted group's participation on Federal-aid highway construction projects. A needs assessment will provide data (from the targeted group and contractors) identifying the barriers that hinder the targeted group's participation in **Federal-aid highway construction projects**. These identified barriers demonstrate the need for the OJT/SS program. The OJT/SS program **MUST** address these barriers by offering programs,

which offer solutions and enable qualified organization to meet the OJT/SS program goal in their community. The needs assessment ensures the participation of every stakeholder in creating an individualized, necessary, and community-based OJT/SS program.

➤ A needs assessment may be accomplished through a variety of means, including surveys, reviewing internal data about participation, and obtaining information from service providers, construction company owners, and State construction and project engineers who have knowledge about performance on highway construction projects. In addition, information may be gathered from the Department of Labor (DOL) Minority Workforce Utilization Goals, Female Workforce Utilization Goals, the Census, the Missouri Department of Education or other appropriate supplementary and trustworthy academic, trade and industry sources.

➤ Needs Assessment Questions: The needs assessment **MUST** answer the following questions in order to develop the OJT/SS SOW:

- i. What current and future Federal-aid highway construction projects have been identified in the community?
- ii. What Federal-aid highway construction jobs have been identified based on the current and future jobs cited in question i?
- iii. What skills are required for the identified jobs cited in question ii?
- iv. What are the current barriers to minorities, women and disadvantaged individuals in participating on these Federal- aid highway construction projects and jobs?

Scope of Work

➤ A clear and precise timeline that includes 1) all key tasks or activities that will be carried out to implement the program; 2) when all key tasks or activities will be carried out over the performance period; 3) monthly dates for submission of evaluation and monitoring data results to MoDOT no later than the 15th day of the following month. An annual report must be submitted within 20 days of the program's completion.

➤ The Offeror must identify project personnel, resources and a synopsis of in-kind contributions and cash match funding. In addition, the Offeror must identify partnerships and collaborations that will be utilized during the reporting period.

Performance Goals, Measurements and Objectives

➤ A performance-based OJT/SS program will always include specific goals and objectives, activities/strategies, and performance measures. Performance measurements reflect how well the goals and objectives are met. While it may be difficult to measure results of specific activities, accomplishments can be measured that correlate to the services provided. A performance-based program is results oriented. Performance goals are anticipated, desirable results of the project, expressed numerically, that are **developed annually** for each year the program is funded and are based on the outcome of the needs assessment. The program goals **MUST** be written in one (1) sentence, be clear and concise, and identify the targeted population. The program goals **MUST** also identify where the OJT/SS program and targeted population will be when the performance period has ended and should be based on the information gained from the

needs assessment. Once goals are established, result-oriented objectives will formulate the plan for achieving these goals. Each OJT/SS program should **identify four to six goals, with each goal always having two to three measurable objectives**. All of these services shall be connected in directing individuals for placement on Federal-aid heavy highway construction projects. Desired results must be expressed quantitatively and clearly identify the number of individuals that will be served as a result of the goal/objective. For example, approximately 100 students (or 95%) will be OSHA certified.

Budget Summary and Narrative

The OJT/SS program budget must be linked directly to the program's objectives. In order to achieve the objectives, the OJT/SS program will implement a series of services/activities. The line items in the budget are the costs of what is necessary to carry out the OJT/SS services/activities and which will lead to the program objectives being successfully achieved. These line items need to be specific and include dollar amounts.

Budgets must be reasonable and not exceed 85/15 direct/indirect costs. This summary should include a table as well as details on what specific items and dollar amounts will be a part of the budget and include:

➤ Main budget line item categories as well as sub-categories under the main budget will include **Personnel**: identify specific positions, proposed duties/tasks associated with the position and dollar amount for that position; **Fringe**: identify benefits that will be included such as FICA, Pension, Health Insurance, etc. Personnel/Fringe cannot exceed 45% of the total award amount in the RFP. **Travel**: identify specific costs which can include costs to cover vehicle rentals, gas, food lodging, conference related travel, student travel to worksites, interviewing training, fuel and lodging to students for the first four weeks the students are placed with heavy highway contractors. Meal reimbursement for students and staff will not be allowed. Fuel and lodging will only be permitted if the student/staff is traveling more than 60 miles from their primary residence. **Administrative/Office Expenses**: identify specific costs which can include rent/leasing occupancy, utilities, and landline telephone expenses, marketing, advertising and general office supplies such as copy paper, pens and toner. Excludes janitorial services and cell phone services. **Equipment**: identify items which can include general hand tools, pipe lasers, tripod levels, level rods, smart levels or rotary levels. Any equipment purchased that has a value exceeding \$100.00 would be required to be returned to MoDOT upon completion of the funding year. The equipment would be returned to MoDOT no longer than 30 days after the performance period ended. **Student Supplies/Training**: identify items which can include protective gear including steel toe boots, reflective vests, hard hats, gloves, goggles, earplug, drug awareness training, CPR/First Aid Training, OSHA certification, flagging certification, and commercial driver's license training. **Miscellaneous**: identify items which can include drug testing, meeting and graduation supplies (excluding food), CDL license and permit fees, software/hardware maintenance fees (not for the purchase of new computer equipment), child care assistance for approved daycare facilities. Staff training or reimbursement for staff certifications is not allowed.

- Entity must identify in-kind contributions and/or services; if in-kind funding amounts are not listed, the entity will not be considered for award.
- Identification of match funding or other funding sources; the entity must have outside funding sources and a listing of partners and other organization that will contribute to the funding to the entity. Entity must describe how the other partnerships contribute to the program. The entity cannot solely rely on the funding received in this RFP.
- Total amount of funds from all sources for each category.
- Budget Summary - The budget summary is a skeletal outline showing how the OJT/SS program's total cost is allocated to line items. The budget summary should provide the main budget line item categories, identification of whether funds are in-kind or requested and the total amounts for each category in a table format.
- Budget Narrative - The budget narrative follows the budget summary table in the OJT/SS SOW. Everything included in the budget narrative should have previously been stated in the OJT/SS SOW.

An operation-based budget will be required for the reporting period. An operational-based budget is a budget that includes line items of all expenses that are not tied to specific tasks. Program funds can be used to support the salary of a full-time or part-time coordinator used exclusively to implement an “in-house” OJT/SS program. An operational budget generally includes items such as: salaries (professional and support staff); fringe benefits (e.g., unemployment insurance, medical insurance); travel expenses (mileage, lodging, and no meals); indirect costs/overhead (e.g., office expenses including copying, telephone, and postage); contractual (hired for the OJT/SS program); marketing (e.g., advertisements, brochures, newsletters); technical training and seminars (e.g., meeting space, trainers and equipment rental); other expenses e.g., registration fees and printing.

The following chart represents the line items that will be allowed for the budget for the reporting period. **The line item amounts assigned in column 1 and column 4 cannot not be modified by the Offeror.** A narrative explaining how the funds will be used should be provided. This narrative should correspond to the information provided in your budget summary and provide further information on each line item submission. For example, under the line item personnel you should indicate the positions and dollar amounts that will represent the personnel line item. MoDOT will provide reimbursement to contractors who place graduated students on federal-aid heavy highway projects. Reimbursement will be made up to 1,000 hours per student at the rate of \$10.00 per hour. If the project the student is placed on already has an OJT goal placed on the project this additional reimbursement will not be allowed.

St. Louis area

Line Item	MoDOT In-Kind	Other In-Kind	Cash Match	Received from	Total Budget
-----------	------------------	------------------	---------------	------------------	-----------------

	(Column1)	(Column2)	(Column3)	MoDOT FY 2014 (Column4)	(Column1 through Column 4)
Personnel	\$3,333.00	\$_____	\$_____	\$28,422.15	\$_____
Fringe Benefits	\$500.00	\$_____	\$_____	\$3,000.00	\$_____
Travel	\$333.00	\$_____	\$_____	\$6,850.63	\$_____
Administrative/Office Expenses	\$0.00	\$_____	\$_____	\$6,666.67	\$_____
Equipment	\$0.00	\$_____	\$_____	\$1,666.67	\$_____
Student Supplies/Training	\$0.00	\$_____	\$_____	\$14,666.67	\$_____
Miscellaneous/Other	\$0.00	\$_____	\$_____	\$8,554.21	\$_____
Total	\$4,166.00	\$_____	\$_____	\$69,827.00	\$_____

Kansas City

Line Item	MoDOT In-Kind (Column1)	Other In-Kind (Column2)	Cash Match (Column3)	Received from MoDOT FY 2014 (Column4)	Total Budget (Column1 through Column 4)
Personnel	\$3,333.00	\$_____	\$_____	\$28,422.15	\$_____
Fringe Benefits	\$500.00	\$_____	\$_____	\$3,000.00	\$_____
Travel	\$333.00	\$_____	\$_____	\$6,850.63	\$_____
Administrative/Office Expenses	\$0.00	\$_____	\$_____	\$6,666.67	\$_____
Equipment	\$0.00	\$_____	\$_____	\$1,666.67	\$_____
Student Supplies/Training	\$0.00	\$_____	\$_____	\$14,666.67	\$_____
Miscellaneous/Other	\$0.00	\$_____	\$_____	\$8,554.21	\$_____
Total	\$4,166.00	\$_____	\$_____	\$69,827.00	\$_____

Outside a 30 mile radius of St. Louis and Kansas City

Line Item	MoDOT In-Kind (Column1)	Other In-Kind (Column2)	Cash Match (Column3)	Received from MoDOT FY 2014 (Column4)	Total Budget (Column1 through Column 4)
Personnel	\$3,333.00	\$_____	\$_____	\$28,422.15	\$_____
Fringe Benefits	\$500.00	\$_____	\$_____	\$3,000.00	\$_____
Travel	\$333.00	\$_____	\$_____	\$6,850.63	\$_____
Administrative/Office Expenses	\$0.00	\$_____	\$_____	\$6,666.67	\$_____
Equipment	\$0.00	\$_____	\$_____	\$1,666.67	\$_____

Student Supplies/Training	\$0.00	\$_____	\$_____	\$14,666.67	\$_____
Miscellaneous/Other	\$0.00	\$_____	\$_____	\$8,554.21	\$_____
Total	\$4,166.00	\$_____	\$_____	\$69,827.00	\$_____

➤ All contracts will be on an actual cost reimbursement basis. Invoices must contain the proper documentation outlining the cost to be reimbursed and must include receipts, cancelled checks, any other proof of payment, payroll printouts, etc. Reimbursement will only be made for items utilized for the program and outlined in the contract (i.e. supplies, salaries, etc.). Invoices must be submitted on a monthly basis. Funding must be expended in a timely manner. When the performance period is 25% completed, 25% of the funding must be expended (invoiced). When 50% of the performance period is completed, 50% of the funding must be expended (invoiced), etc.

Prior to award, MoDOT reserves the right to make modification to the budget.

Evaluation and Monitoring Plan

➤ The evaluation/monitoring plan is one of the most important portions of the SOW. FHWA requires all recipients of funding to use one or more evaluation/monitoring instruments, which track progress and demonstrate achievement of the program objectives.

➤ The OJT/SS SOW **MUST** include a narrative explaining in detail the evaluation/monitoring plan that will be implemented for the OJT/SS program. This plan should include how data will be gathered, evaluated, and monitored. In addition, descriptions of the evaluation/monitoring instruments **MUST** be outlined. All OJT/SS programs approved for funding must show accountability for the Federal dollars received. This will be achieved through on-going evaluation, monitoring and analysis of the OJT/SS program. The Evaluation/Monitoring Plan **MUST** include the following:

- a. A review of each program objective and a narrative explaining how you will determine whether each objective has been achieved (what evidence will demonstrate that program objectives have been achieved).
- b. The type of information you will submit for evaluation purposes.
- c. Plans for completing an accomplishment report that summarized the project, tasks, and accomplishments, lessons learned, and recommendations for improvements.
- d. Identify the person (including title) responsible for collecting, analyzing and submitting the reports/data to MoDOT.

Reporting Requirements

➤ For program goals and objectives monthly reports are required to be sent to MoDOT (**may be emailed**) and must include sufficient data and narrative to help evaluate

performance, identify problems and recommend solutions. At a minimum, the reports must include accomplishments for each goal and objective. An annual performance report upon the completion of the one-year program implementation is also required within 20 calendar days after the end of the fourth quarter. Accomplishments outlined must be tied to the goals and objectives.

The OJT/SS SOW report MUST:

- a. Describe the data collection process and analysis methods that will be used to measure each program objective.
- b. Identify in detail all accomplishments to date for the OJT/SS program (What did you accomplish, How many individuals were trained, how many students were placed in heavy highway construction positions upon graduation, identify participant enrollment by race, gender, etc.).
- c. Identify any problems to date for the OJT/SS program and offer possible solutions in overcoming these problems (What changes could be made to improve the program?)
- d. Include any additional information (i.e. questions, concerns, problems, challenges, improvements/recommendations for administration of the program, etc.) which might be helpful?
- e. Include information on how information will be kept to track trainees receiving training on Federal-aid highway construction projects for up to 6 months during periods when their training is interrupted. Such contracts shall also require the entity to conduct a 6 month follow up review of the employment status of each graduate who completes an on-the-job training program on a Federal-aid highway construction project subsequent to the effective date of the contract for supportive services
- f. Include the name, address, phone number of each student enrolled in the program. In addition, information regarding the gender, age, race, ethnicity and economic status of each student will be required.
- g. Attendance records, progress reports, student counseling reports, drug testing results, monthly achievement reports and appropriate skill assessments.
- h. The entity will be required to provide proof of GED attainment. In addition, documentation will be required to verify all students have a diploma or GED certification upon completion of the OJT SS reporting period.
- i. The entity will be required to submit documentation outlining tools or pieces of equipment used in training and demonstration to each student.
- j. The entity will be required to provide documentation showing training and education of students in work readiness, computer literacy, financial management,

drug awareness and counseling. Documentation will include attendance records, copies of certifications obtained in OSHA, First-Aid/CPR, CDL licensing, traffic control flagging, etc.

SECTION 4: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION

(A) Required Elements of Proposal:

1. Experience, Expertise and Reliability. The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past five (5) years. The description should include a list of the agencies which your institution has served or currently serves including a contact name and telephone number. Give a detailed description of the Offeror's program(s) including experience, successes, barriers, etc. See Exhibit 3.

Personnel. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor. Also, include the name, job title, job duties, and experience of all personnel that will be employed by the Offeror. See Exhibit 4.

2. Proposed Method of Performance. Proposal should include services and scope of work as outlined above. The proposal can also include additional services outlined in Section 2: Scope of Work. Proposals that include items from the listed additional services will receive additional points in the scoring process.

3. Recommendations from References. Proposals should indicate the name, title and telephone number of **at least** five officials of clients, students, partners or stakeholders. The proposal may also include letters of support from references. See Exhibit 5

4. Additional Services. Proposals may include additional services as outlined under Scope of Work and Specific Services, (B) Specific Services.

5. In-kind Contributions and Cash Match Funding: Please describe all in-kind contributions or cash match that will be utilized. Indicate the name of entity, amount of funding, detailed explanation of the type of services to be provided. See Exhibit 6.

6. Partnerships/Collaboration. Please describe all partnerships or collaboration with industry entities such as labor organizations, unions, and/or contractors that will be utilized. Indicate the name of entity, detailed explanation of the type of services to be provided, or the extent of the partnership/collaboration. See Exhibit 7.

7. Other Required Elements: The Offeror will provide to the General Services Procurement Unit three copies and one Microsoft Word version saved onto a CD of a program proposal which will include the following:

The narrative portion of the scope of work should describe in detail the process (ALL activities/services) that will be implemented in order to achieve the program objectives.

Replication of the program should be possible based upon a reading of the scope of work (**SOW**) narrative. All of these services must be connected to a Federal-aid highway construction project in order to receive funding.

The narrative portion of the SOW **MUST** provide enough detail to provide an understanding of the following:

- a. What services participants will be receiving?
- b. What participants will be doing?
- c. What benefits participants will be gaining from the services?

The timeline of the SOW must specify when activities/services identified in the objectives will begin and end during the performance period. The timeline portion of the scope of work must include the following information:

- a. Identify **ALL** key tasks or activities that will be carried out to implement the program successfully. Including listing outreach efforts that will be conducted to locate participants for the program
- b. Identify **ALL** tasks that will be carried out from the first to the last day of the performance period.
- c. Provide a realistic timeframe identifying when specific tasks will occur.
- d. Identify evaluation and monitoring instruments that will be used to measure activities and provide dates for administration of these instruments.
- e. Identify dates for submission of evaluation and monitoring data results to FHWA (MUST be done on a monthly or quarterly basis, as well as an annual report submitted within 60 days of the programs completion).

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

1. Proposal Format: The Offeror will provide to the General Services Procurement Office one original, three (3) copies and a Microsoft Word version (drafted with Times New Roman 12 point font) saved onto a CD of a program proposal, which **MUST** include the **ALL** of the following seven (7) components (1. Purpose Statement, 2. Performance Period, 3. Needs Assessment, 4. Performance Goals, Measurements and Objectives, 5. Budget Summary and Narrative, 6. Monitoring and 7. Evaluation and Reporting Requirements). If any components within this scope of work do not apply or are not necessary for the Offeror's OJT/SS program, please write a response indicating why that particular component will not be included in the Offeror's proposal. Incomplete information will be deemed the Offeror non-responsive. All proposals should be limited to a **MAXIMUM** of fifteen (15) pages and **NOT** including-**required** attachments. The RFP response must be drafted in Microsoft Word using Times New Roman 12 point font. **Proposals exceeding the fifteen (15) page maximum will be considered as non-responsive and will not be evaluated.**

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

3. Pricing: The Offeror is required to specify the pricing associated with this RFP as a firm fixed price. The successful Offeror will be responsible for performing all services listed in this RFP at the prices listed on **SECTION 6: PRICING PAGE** of the RFP. MHTC will not be liable for any charges beyond those detailed in the proposal.

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

B. Each Offeror is responsible for its own expense in preparing, delivering or presenting a proposal, and for subsequent interviews or negotiations with MHTC, if any, as provided for in this RFP.

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

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

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

A. Offerors claiming a statutory exception to the Missouri Open Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the proposal and on the outside of that envelope that confidential materials are included. The Offeror must also specify which statutory exception provision applies. MHTC reserves the right to make determinations of confidentiality. If MHTC does not agree that the information designated is confidential under one of the disclosure exceptions to the Missouri Open Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Offeror. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, MHTC will remove the proposal from consideration for award and return the proposal to the Offeror.

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

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

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

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

B. Every attempt will be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received after the listed date may not be answered.

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

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

**SECTION 5:
EVALUATION FACTORS AND PROCESS:**

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

1. Evaluation Criteria: Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria and maximum points per each criterion:

Evaluation Criterion Description	Maximum Points
1.Experience, Expertise, and Reliability	25
2.Proposed Method of Performance	20
3.Recommendations from references	10
4.Additional Services	5
5.In-Kind Contributions and Cash Match Funding	15
6.Partnership/Collaboration	15
7.Past success with placement and retention with heavy highway contractors	10

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

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

(B) Proposal Review/Evaluation: MHTC will select a group of individuals to comprise the proposal review team. MHTC may, in its sole discretion, form a subgroup of the proposal review team, consisting of one or more team members, to comprise a separate proposal evaluation team that would be responsible for evaluating proposals with regard to compliance

with RFP requirements. All evaluation team members will use the evaluation criteria stated above and present the evaluations to the review team for further action in the proposal evaluation and contract award process. If MHTC opts to not create a separate subgroup proposal evaluation team, the proposal review team shall also act as the proposal evaluation team.

SECTION 6: TERMS AND CONDITIONS

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

(B) MHTC's Representative: MoDOT's External Civil Rights Director is designated as MHTC's representative with authority to act on behalf of MHTC for the purpose of administering the Resulting Agreement. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Resulting Agreement. Each Offeror shall fully coordinate its activities with the designated representative and shall consult the MHTC representative regarding any problem arising out of the provision of the services to the MHTC pursuant to this RFP and the Resulting Agreement. As the work of the successful Offeror progresses, advice and information on matters covered by the Resulting Agreement shall be made available by the successful Offeror to the designated representative throughout the effective period of the Agreement.

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

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

(E) Disputes Under the RFP and Resulting Agreement: The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful

Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

(F) Successors and Assigns: The Commission and the Offerors agree that this RFP and, as applicable, the Resulting Agreement as well as all agreements entered into under the provisions of this RFP, shall be binding upon the parties thereto and their successors and assigns.

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

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

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

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

(K) Subcontractor: Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's subcontracting any portion of the services to be provided under the Agreement to the listed subcontractors. Such approval may include requiring the subcontractor to comply with all the provisions outlined in this SECTION to the same extent as the successful Offeror. Notwithstanding the aforesaid, the successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

(L) MBE/WBE Participation Encouraged:

1. Affirmative Action Program: Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.

2. Minority Participation Encouraged: Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs (i.e. 10% MBE and 5% WBE participation).

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

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

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

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

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

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

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

1. Enrollment in Federal Work Authorization Program: By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The Offeror must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For Offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2. Annual Worker Eligibility Affidavit: By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Offerors are required to complete and submit with their proposal the affidavit referenced herein, which is provided within this document and attached as **Exhibit 1**.

(P) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the Offeror is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. As applicable, Offerors are required to complete and submit with their proposals the copy of the affidavit referenced herein, which is provided within this document and attached as **Exhibit 2**.

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

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

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

(R) Law of Missouri to Govern: This RFP and the Resulting Agreement shall be construed according to the laws of the State of Missouri. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Agreement.

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

(T) Ownership of Records: All documents, reports, exhibits, etc., produced by the Offerors at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.

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

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

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

(X) Audit of Records: The successful Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to FHWA, MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement. FHWA and MHTC's representative shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc. FHWA and MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.

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

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

1. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

2. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

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

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

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

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

**SECTION 7:
PRICING PAGE**

FEE SCHEDULE: The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. The Offeror cannot make any changes to the amounts listed in Column 1 or Column 4.

St. Louis Area

Line Item	MoDOT In-Kind (Column1)	Other In-Kind (Column2)	Cash Match (Column3)	Received from MoDOT FY 2014 (Column4)	Total Budget (Column1 through Column 4)
Personnel	\$3,333.00	\$_____	\$_____	\$28,422.15	\$_____
Fringe Benefits	\$500.00	\$_____	\$_____	\$3,000.00	\$_____
Travel	\$333.00	\$_____	\$_____	\$6,850.63	\$_____
Administrative/Office Expenses	\$0.00	\$_____	\$_____	\$6,666.67	\$_____
Equipment	\$0.00	\$_____	\$_____	\$1,666.67	\$_____
Student Supplies/Training	\$0.00	\$_____	\$_____	\$14,666.67	\$_____
Miscellaneous/Other	\$0.00	\$_____	\$_____	\$8,554.21	\$_____
Total	\$4,166.00	\$_____	\$_____	\$69,827.00	\$_____

Kansas City Area

Line Item	MoDOT In-Kind (Column1)	Other In-Kind (Column2)	Cash Match (Column3)	Received from MoDOT FY 2014 (Column4)	Total Budget (Column1 through Column 4)
Personnel	\$3,333.00	\$_____	\$_____	\$28,422.15	\$_____
Fringe Benefits	\$500.00	\$_____	\$_____	\$3,000.00	\$_____
Travel	\$333.00	\$_____	\$_____	\$6,850.63	\$_____
Administrative/Office Expenses	\$0.00	\$_____	\$_____	\$6,666.67	\$_____
Equipment	\$0.00	\$_____	\$_____	\$1,666.67	\$_____
Student Supplies/Training	\$0.00	\$_____	\$_____	\$14,666.67	\$_____
Miscellaneous/Other	\$0.00	\$_____	\$_____	\$8,554.21	\$_____
Total	\$4,166.00	\$_____	\$_____	\$69,827.00	\$_____

Outstate Area

Line Item	MoDOT In-Kind (Column1)	Other In-Kind (Column2)	Cash Match (Column3)	Received from MoDOT FY 2014 (Column4)	Total Budget (Column1 through Column 4)
Personnel	\$3,333.00	\$_____	\$_____	\$28,422.15	\$_____
Fringe Benefits	\$500.00	\$_____	\$_____	\$3,000.00	\$_____
Travel	\$333.00	\$_____	\$_____	\$6,850.63	\$_____
Administrative/Office Expenses	\$0.00	\$_____	\$_____	\$6,666.67	\$_____
Equipment	\$0.00	\$_____	\$_____	\$1,666.67	\$_____
Student Supplies/Training	\$0.00	\$_____	\$_____	\$14,666.67	\$_____
Miscellaneous/Other	\$0.00	\$_____	\$_____	\$8,554.21	\$_____
Total	\$4,166.00	\$_____	\$_____	\$69,827.00	\$_____

Offeror Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

EXHIBIT 2

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

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

STATE OF _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

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

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

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

EXHIBIT 3

FIRM'S PRIOR EXPERIENCE

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

FIRMS PRIOR SERVICES PERFORMED FOR:

AGENCY NAME _____

CONTACT
PERSON _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX NUMBER _____

E-MAIL ADDRESS _____

DESCRIPTION OF PROFESSIONAL SERVICES CONTRACT: _____

CONTRACT PERIOD: FROM _____ TO _____

SUMMARY OF SERVICES PERFORMED:

EXHIBIT 4

PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

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

STAFF MEMBER

(Name)

(Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

EXHIBIT 5

REFERENCES

Name	Title	Address	Telephone
1.			
2.			
3.			
4.			
5.			

***Offeror may also include letters of support from references.**

EXHIBIT 6

IN-KIND CONTRIBUTION, CASH MATCH FUNDING AND PARTNERSHIPS

Name/Entity	Dollar Amount	Type of Services to be Performed	Description of Partnership
1.			
2.			
3.			
4.			
5.			

EXHIBIT 7

PARTNERSHIPS/COLLABORATION

Name/Entity	Type of Services to be Performed	Description of Partnership
1.		
2.		
3.		
4.		
5.		

EXHIBIT 8

HISTORY OF ENROLLMENT INTO TRAINING PROGRAMS

Name	Address	Telephone	Date Enrolled	
1.				
2.				
3.				
4.				
5.				

HISTORY OF HEAVY HIGHWAY PLACEMENT AND RETENTION

Name	Address	Telephone	Date Placed	Company Name/Agency Placement
1.				
2.				
3.				
4.				
5.				