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**REQUEST FOR PROPOSALS
RFP 6-131001LK
HIGH PERFORMANCE SUPERVISION SERVICES**

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LIST OF ACRONYMS

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

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). One original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, General Services Procurement, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65102. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., local time October 1, 2013.

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

- (1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** 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.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

(A) Request for Proposal: This document constitutes a RFP from qualified organizations to provide training services to MHTC and the Missouri Department of Transportation (MoDOT).

(B) Background:

I. The Missouri Department of Transportation (MoDOT) would like to provide a course for their personnel, which will teach basic management theory and skills for entry-level supervisors. This will allow the participants to be more effective in the work environment and provide them with the necessary skills to function successfully as a supervisor.

II. The intent is to provide dynamic training that will impart a better knowledge of managing personnel, projects, change and budgets. This course will include basic management theory, terminology and principles, but focus heavily on how to apply the theory. Students need to know “what to do” when they leave the class. The course will be designed using best practice instructional design, including team-based learning and job aids that can be used in the workplace. Instructional delivery and course material should be designed to meet the needs of a range of education levels from roughly 8th grade reading level and higher. All course materials should be developed in cooperation with MoDOT’s liaison or a designee.

(C) Fiscal Year: The fiscal year runs from July 1-June 30.

(D) Contract Period: The project contract period will begin November 1, 2013 and end October 30, 2014, with two optional one-year renewal periods.

(E) Schedule of Events:

RFP Schedule of Events

The following RFP Schedule of Events represents MoDOT’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:00 am and 3:30 pm, Local Time.

MoDOT reserves the right at its sole discretion to adjust this schedule, as it deems necessary.

Event	Date	Time
MoDOT Issues RFP	<u>August 23, 2013</u>	2:00 pm
Deadline for Written Comments and/or Questions	<u>August 30, 2013</u>	2:00 pm
Deadline for issuing MoDOT's Responses to Written Comments and/or Questions	<u>September 16, 2013</u>	2:00 pm
Deadline for Submitting a Proposal	<u>October 01, 2013</u>	2:00 pm
Contract Award	<u>October 25, 2013</u>	2:00 pm

SECTION (2): SCOPE OF WORK

(A) Services: The Offeror shall provide the following training services:

The Offeror will provide to the General Services Procurement Unit, One Original and 5 copies of a program proposal which will include the following:

Training Objectives: The Missouri Department of Transportation (MoDOT) is soliciting proposals from qualified training institutions, firms or consultants to provide basic supervisory training for new/relatively new supervisors, including (but not limited to) best practice management theory, terminology and principles. The course will be designed using best practice instructional design, including interactive and team-based learning, and evening assignments/homework to reinforce learning and build networking. Vendors must be willing to include discussion about MoDOT's values and tangible results as necessary.

MoDOT further expects the full training course to include the following fundamentals:

1. Communication

- A. Speaking – the ability to communicate clearly and express ones self in groups and one-on-one conversations.

- B. Writing – the ability to communicate clearly and effectively using appropriate style, grammar and tone in formal and informal business documents.
 - C. Listening – the ability to demonstrate attention to and convey understanding of the comments and questions of others.
 - D. Delivering presentations – the ability to prepare and deliver clear, smooth presentations with confidence. Students should be preparing and giving a presentation to practice skills learned during the course.
2. Interpersonal Skills – In this section, role play should be used to provide students with practical applications of the material they learn during the course.
- A. Managing conflict – the ability to bring disagreements into the open and use it to produce consensus and constructive solutions.
 - B. Exhibiting empathy – to accurately hear and understand the unspoken or partially expressed thoughts, feelings and concerns of others.
 - C. Negotiating – the ability to bargain with others to build consensus and accomplish goals.
 - D. Networking and demonstrating organizational awareness – the ability to identify and develop relationships with others possessing influence and resources inside and outside the organization.
 - E. Customer service
3. Self-Management
- A. Working with integrity – the ability to behave in a professional, fair and ethical manner toward others and instill mutual trust and confidence.
 - B. Managing time – the ability to organize priorities to dedicate an appropriate amount of time to individual business activities and self.
 - C. Adapting to changes – the ability to adjust to multiple demands, shifting priorities, unclear direction and rapid change.
 - D. Managing personal emotions – the ability to keep one's impulsive feelings and emotions under control and restrain negative actions when provoked, when faced with opposition or hostility, or when working under pressure.
 - E. Accountability, Diversity, Inclusion/Respect and Ethics

4. Leadership – This section should include a leadership style assessment.

A. Coaching, developing and delegating – the ability to evaluate employees, provide performance feedback, empower and assist with career growth. This section should allow for internal MoDOT personnel to present specific MoDOT and policy-related information.

B. Influencing and leading - the ability to gain support, commitment and action of others to accomplish goals.

C. Building teamwork and collaborative efforts - the ability to build and maintain cooperative working relationships within a work group through open communication and collective problem solving.

D. Leading and championing change initiatives - the ability to pave the way for needed change and manage its implementation.

E. Motivating employees - the ability to inspire, encourage and guide employees to achieve challenging goals or standards.

F. Encouraging creative solutions - the ability to generate and support new insights and apply innovative approaches.

G. Safety Leadership – the ability to create, encourage and support a safe working environment and to promote a safety culture.

5. Managing for results

A. Developing a work plan – the ability to develop work unit goals, strategies and action plans tied to the strategic plan and MoDOT's tangible results.

B. Managing finances - the ability to prepare, control and evaluate a budget and make decisions based on financial data.

C. Managing policy compliance issues - the ability to maintain a work unit in compliance with federal, state and department policies (e.g., equal employment opportunity, sexual harassment, workplace aggression, diversity and inclusion, safety, performance management, behavioral interviewing, etc.)

D. Managing projects - the ability to set schedules, identify necessary resources and potential barriers and coordinate the work of others to meet objectives.

E. Applying MoDOT specific performance management process/tools - the ability to develop, document and evaluate individual performance plans that link the goals of the individual, work group and organization.

F. Using process improvement tools - the ability to define a process problem, analyze information, determine process capability, identify root causes, develop solutions and establish key performance measures.

G. Using support resources (e.g. Contact your HR manager for help with personnel issues).

H. Taking risks and continuous improvement - the ability to generate and support new, bold insights and apply innovative approaches in a manner that promotes continuous learning and improvement of employees and the organization.

Additional Course specific requirement include:

- 1) MoDOT requires the training to be provided for 1-5 full courses with approximately 26 attendees each, with additional full courses as an option. The course itself will be five consecutive working days.
- 2) MoDOT, at its option, may periodically request one or more specific modules to be taught as a half-day or full-day class, independent of the entire course. These classes may have up to 26 attendees each.

(B) Specific Requirements: The Offeror will provide the RFP Coordinator a proposed work plan to meet the above training objectives adhering to the following specific requirements:

1. Proposal course plans are limited to ten (10) single spaced pages. The entire proposal must include the scope of work, pricing pages, experience pages, personnel pages and reference listing. Proposals should use a font size of no less than eleven (11).
2. Offeror must be able to comply with the following proposed schedule of events upon award of contract:
 - a. Course completion dates planned no later than November 15, 2013.

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION (3): AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative** MoDOT's Assistant Human Resources Director, is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. 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 Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Human Resources Division. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Human Resources Division throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The 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 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.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) MBE/WBE Participation Encouraged:

1. 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. 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. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

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

(I) Executive Order: The Offeror 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. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the 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 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.

(J) Incorporation of Provisions: The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The 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.

(K) 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 a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. 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 business entity 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 business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit C.

(L) Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity 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. A copy of the affidavit reference herein is provided within this document, attached as Exhibit C.

(M) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (N) **Law of Missouri to Govern:** The 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 the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC 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 Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror 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 Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The 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 Agreement.

(U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.

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

(V) **Indemnification:** The 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 performance of its obligations under this Agreement.

(W) **Insurance:**

(1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:

- | | |
|---|---|
| a. 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; |
| b. 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; |
| c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law. | |

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Ms. Leann Kottwitz as provided in this RFP. Specifically, 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.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Ms. Leann Kottwitz, Missouri Department of Transportation, email address leann.kottwitz@modot.mo.gov, (573)751-3685. All written questions must be addressed to Leann Kottwitz no later than **2:00 p.m., Local Time, September 04, 2013**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommunities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on September 16, 2013.** It is the sole responsibility for all Offerors to check the website for any and all addendums throughout the procurement process.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Work Plan:** The proposal must include a work plan to accomplish the Scope of Work as outlined in Section 2.

2. **Experience:** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies that your institution has served or currently serves. The description should also include the curriculum vitae of the principal instructor, which should include:

A. Education

- B. A selection of salaried, contract, or extension projects or courses performed relating to management that demonstrates the principal investigator's expertise using best practices management training techniques. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP:

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.
- d. The above information may be shown on the form attached as Exhibit A "Prior Experience" to this RFP or in a similar manner.

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 subconsultant, if any, and complete contact information for that subconsultant. The Offeror may utilize Attachment B "Personnel Expertise Summary" for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

1. Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
2. If personnel are not yet hired, the Offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position

to be filled, including the type of person proposed to be hired.

3. The Offeror should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the Offeror's profession. If not submitted with the proposal, MoDOT reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4. **References:** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** 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:

A. Expected development and outlay of course is understood and expressed clearly in the proposal.

- B. The proposed approach to training appears feasible and meets the stated requirements and subject areas. **23%-maximum percentage**

- i. Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method, or manner in which the Offeror proposes to satisfy these requirements. The method by which the proposed method of performance is written is left to the discretion of the Offeror.

- C. The proposal is clear, well written and results in a sense of confidence that the offeror could complete the task. **8%-maximum percentage**

- i. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- D. Experience, reliability and expertise of the organization and personnel. **23%-maximum percentage**

- i. Experience and reliability of the Offeror's organization are considered in the evaluation process and therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
 - ii. The qualifications of the personnel proposed by the Offeror to perform the requirements of this RFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- E. Previous performance of the personnel and or organization. **18%-maximum percentage**
- F. Cost **12%-maximum percentage**
 - i. The objective evaluation of cost shall be based upon a sum of the prices stated on the Pricing Page.
- 2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
- 3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative 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.

(D) PRICING

- 1. Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

Renewals/Extensions: The contract shall not bind, not purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for two (2) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

First Renewal Period _____% OF MAXIMUM INCREASE AND/OR
% OF MINIMUM DECREASE

Second Renewal Period _____% OF MAXIMUM INCREASE AND/OR
% OF MINIMUM DECREASE

Authorized Signature of Offeror: _____

Printed or Typed Name: _____

**SECTION (5):
PRICE PAGE**

- (A) FEE SCHEDULE: (A) FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. **All costs** associated with providing the required services shall be included in the stated prices, including fringe benefits, administrative and any direct or indirect costs. No other fees, however categorized, shall be paid in addition to what is included within the firm fixed price indicated in the Pricing Page. **The Pricing Page must be completed, signed and returned with the Offeror's proposal.**

A. Direct Labor						Total Costs
1. Senior Personnel	_____	x	\$ _____	=	\$ _____	
	(Hours)		(Hourly Rate)			
2. Other Personnel	_____	x	\$ _____	=	\$ _____	
	(Hours)		(Hourly Rate)			
					TOTAL A	\$ _____
B. Fringe Benefits						
1. Senior Personnel					\$ _____	
2. Other Personnel					\$ _____	
					TOTAL B	\$ _____
C. Materials and Supplies					\$ _____	
					TOTAL C	\$ _____
D. Travel					\$ _____	
					TOTAL D	\$ _____
E. Other					\$ _____	
					TOTAL E	\$ _____
F. Administrative Costs					\$ _____	
					TOTAL F	\$ _____
Total Project Costs (A+B+C+D+E+F)						\$ _____

Contractor shall also indicate his/her hourly rate for providing additional, related services. This hourly rate is to include all associated costs (direct, indirect, overhead, profit, etc.)

\$ _____ per hour for additional, related services

Authorized Signature of Offeror: _____

Printed or Typed Name: _____

EXHIBIT A
PRIOR EXPERIENCE

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

Description of Prior Services (include dates):

EXHIBIT B

PERSONNEL EXPERTISE SUMMARY

(Attach resumes for key personnel as well as licenses and
certifications for all proposed personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name) _____ (Title)	
2. _____ (Name) _____ (Title)	
3. _____ (Name) _____ (Title)	
4. _____ (Name) _____ (Title)	
5. _____ (Name) _____ (Title)	
6. _____ (Name) _____ (Title)	
7. _____ (Name) (Title)	

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

STATE OF _____)
) ss
COUNTY OF _____)

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

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

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

