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CCO Form: GS14  
Approved: 03/16 (AR)

**REQUEST FOR PROPOSALS  
FOR  
ON THE JOB TRAINING SUPPORTIVE SERVICES  
RFP # 6-170119LK  
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**LIST OF ACRONYMS**

<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## 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., Local Time, January 19, 2017.** , 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**”.

This RFP is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations (7 CSR 10-11).

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

**PROPOSAL SUBMITTAL CERTIFICATION BY OFFEROR**

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

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

\_\_\_\_\_

**SECTION 1:  
GENERAL DESCRIPTION AND BACKGROUND**

**(A) Request for Proposal:** This document constitutes a RFP from prospective qualified Offerors to provide On the Job Training Supportive Services (**OJT/SS**) to the Commission and MoDOT, as set forth in this RFP.

**(B) Background:** MHTC is seeking a qualified Offeror who can provide an increase in the total number of minorities, women, and disadvantaged individuals throughout Missouri and surrounding areas, participating in Federal-aid highway projects to fulfill the on-the-job training (**OJT**) positions. It is the intent of this RFP to have the successful Offeror enter into a Services Agreement with MHTC (hereinafter "**Resulting Agreement**"), to supply the OJT Supportive Services as outlined herein.

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 \$54,738.33. For the purposes of the award of this RFP in the St. Louis area, the St. Louis area will be defined as that geographic area within a 45 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 \$54,738.33. 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 45 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 \$54,738.34. The award of the contract pursuant to this RFP may be to multiple vendors based upon the responses received.

MoDOT operates as a customer focused and results driven, state agency under a decentralized organization structure with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member Commission appointed by the Governor. The Central Office provides oversight and support to seven (7) geographical districts primarily responsible for delivery of MoDOT's mission and tangible results.

Each district contains approximately fifteen percent (15%) of the total road mileage in the state highway system. MoDOT employs approximately 5,100 full-time employees. About

eighty percent (80%) of those employees work in the seven (7) districts with the remainder working in the various divisions with the Central Office facility.

**(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 year after. The successful Offeror shall perform any and all the services listed herein as often as requested by MHTC for the entire duration of the Contract Period as defined herein at the Guaranteed-Not-To-Exceed Prices submitted by the successful Offeror in response to **SECTION 6: PRICING PAGE** of this RFP.

**(D) 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
December 16, 2016	Issue RFP and Advertise intent to solicit proposals.
December 27, 2016	Deadline for Offerors to submit written questions and requests for clarification to the RFP Buyer of Record.
December 9, 2016	Issuance of Amendment with resolution of any questions submitted. <a href="http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm">http://www.modot.org/business/contractor_resources/g_s_bidding/CO/COcommodities.htm</a>
January 19, 2017	Deadline for submission of proposals and scheduled public reading of the names of Offerors submitting timely received proposals.

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

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

- 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 10 new students shall be enrolled in each of the 3 coverage areas (St. Louis area, Kansas City area and outstate area) for a total of 30 new students to be served by all areas. No less than 3 previously served students shall be enrolled in each of the 3 coverage areas (St. Louis area, Kansas City area and outstate area) for a total of 9 previously served 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 February 28, 2018.

- 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 February 28, 2018. 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 100% of all participants during the reporting period. Place 60% of all graduates with heavy highway contractors working on MoDOT federal highway projects. In addition, mentor and monitor 100% of all placements for a period of 2-5 years from the date of graduation.

➤ Provide training, resources, industry certifications, placement, retention and supportive services such as daycare, advanced training, job searching, interviewing skills, etc. to former students. Nine individuals will be recruited throughout the State (3 in each area of the state) to determine areas they may need additional assistance in order to become re-employed or employed in the heavy highway industry. Services could include the following:

a. Provide training and retention services to apprentices and journeymen who 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 and 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 the entity will assist the students with completing the online MoDOT application when seasonal job opportunities are available.

**(B) Specific Services:** The Offerors agree to perform specific services within the above stated scope of work to include, but not be limited to the following:

### **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 March 1, 2017 to February 28, 2018, unless further explanation is given to deviate from this time frame and is approved by MoDOT and FHWA.

### **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 10<sup>th</sup> day of the following month (which is a requirement for reimbursement). 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. A performance-based program is results oriented.

➤ The following are the seven goals that **must** be addressed in the RFP.

○ Goal 1 – Provide heavy highway hands-on construction skills training and work experiences, industry certifications, placement, retention and support services to increase skill levels of 100% of enrolled participants. St. Louis, Kansas City and Outstate will be required to serve at least 10 students per area.

○ Goal 2 - Provide GED test preparation course and touring to all enrolled participants. All enrolled students must have their GED or obtain their GED prior to graduating from the program or upon the end of the contract period.

○ Goal 3 – Provide necessary construction tools and equipment training to 100% of enrolled students by the end of the contract period.

○ Goal 4 – Provide work readiness, computer literacy, financial management, family wellness, health/fitness, OSHA-10, CPR/First-Aid, CDL training and flagging training to all enrolled students. Students must be certified in OSHA-10 and CPR/First/Aid prior to the end of the contract period. Students must obtain their CDL permit (Class B) prior to the end of the contract period.

○ Goal 5 – Graduate 100% of all participants enrolled (30 statewide). St. Louis, Kansas City and Outstate will be required to graduate at a minimum 10 students in each area prior to the end of the contract period.

○ Goal 6 – Place 60% of all new enrollees with heavy highway employers. In addition, mentor and monitor 100% of all placements for a period of 2-5 years from the date of graduation. St. Louis, Kansas City and Outstate will be required to place at a minimum 6 students in each area of the state prior to the end of the contract period.

○ Goal 7 – Provide training, resources, industry certifications, placement, retention, and support services such as daycare, minor vehicle repair, advanced training, job searching, interviewing skills, etc. to 9 former graduates of the OJT Supportive Services Program or other similar programs who are currently unemployed/underemployed. St. Louis, Kansas City and Outstate will be required to serve at a minimum 3 individuals in each area of the state prior to the end of the contract period.

➤ Additional goals may be included. The program goals **MUST** be written in one (1) sentence, be clear and concise, and identify the targeted population.

### **SECTION 3: REQUIRED ELEMENTS OF PROPOSAL AND SUBMISSION**

**(A) Required Elements of Proposal:** Each Offeror shall provide a cover letter signed by an authorized firm representative stating he/she has read and understands all of the terms and conditions of doing business with MHTC in response to this request for proposal. Each Offeror's proposal must be divided into sections corresponding to the list of elements described below.

**1. Experience, Expertise and Reliability:** With regard to documenting its experience, expertise, and reliability in performing On the Job Training Supportive Services services, the Offeror must provide information related to previous and current contractual

relationships considered identical or similar in scope to the one anticipated to result between MHTC and the successful Offeror pursuant to this RFP. At a minimum, the following information must be provided:

- A. Name, address, telephone number of contracting agency/entity, and a contact person who can verify all data submitted.
- B. Contract dates.
- C. A brief, written description of the specific services provided, methods used, and the results associated with the specific services provided.
- D. List of any pending legal action(s) involving your firm that could directly or indirectly impact the services provided to MHTC.

**2. Proposed Method of Performance:** Each Offeror must present a written narrative demonstrating the method and/or manner in which it proposes to satisfy the requirements of this RFP. The language of the narrative shall be straightforward and limited to facts, solutions to the problems, and plans of proposed action as well as the timeline for completion of proposed action.

**A. Method:** By reading the proposal, MHTC must be able to gain a comfortable grasp of the services to be provided and the methods proposed by the Offeror to provide them. A detailed explanation should be included to understand how the services comply with the requirements of this RFP.

**B. Performance Timeline/Milestones:** In order to show feasibility, a timetable setting forth appropriate milestones shall be included in Offeror's proposal, with sufficient detail explaining how Offeror will meet those timelines/milestones.

**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. 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.

**5. 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.

**6. Past success with placement and retention with heavy highway contractors.** See Exhibit 8.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8. Interview Conference:** After an initial screening of the written proposals, any, or all of the Offerors submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical information may be requested for clarification purposes, but in no way to change the original written proposal

submitted. MHTC reserves the right, in its sole discretion, to decide to conduct interviews with any or all of the Offerors. If an interview is conducted, it is preferred that the interviewed Offeror's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview.

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

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

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

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

<b>Evaluation Criterion Description</b>	<b>Maximum Points</b>
1.Experience, Expertise, and Reliability	25
2.Proposed Method of Performance	20
3.Recommendations from references	12
4.In-Kind Contributions and Cash Match Funding	15
5.Partnership/Collaboration	18
6.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 5: TERMS AND CONDITIONS**

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

**(B) MHTC's Representative:** 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. MHTC reserves the right to limit the authority of Buyer of Record and MHTC's representative provided herein as it deems necessary in its sole discretion at any time and from time to time throughout the duration of the RFP process and the Contract Period.

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

**(D) Amendments:** Any change in the Resulting Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Successful Offeror and Commission, respectively, each of whom being

duly authorized to execute the contract amendment on behalf of the Successful Offeror and Commission, respectively.

**(E) Disputes Under the RFP and Resulting Agreement:** The MHTC representative and/or Buyer of Record, as applicable, will decide all questions which may arise as to the quality, quantity, and acceptability of any Offeror's proposals submitted in response to this RFP, and of the services under this RFP and the Resulting Agreement performed by the successful Offeror and as to the rate of progress of the services; all questions which may arise as to the interpretation of the services to be performed under this RFP and the Resulting Agreement; all questions as to the acceptable fulfillment of the Resulting Agreement on the part of the successful Offeror; the proper compensation for performance or breach of the Resulting Agreement; and all claims of any character whatsoever in connection with or growing out of the services to be performed or performed by the successful Offeror, whether claims under this RFP and the Resulting Agreement or otherwise. The decision of the MHTC representative and/or Buyer of Record, as applicable, shall be conclusive, binding, and incontestable.

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

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

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

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

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

**(K) Subcontractor:** Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. MHTC must approve the successful Offeror's

subcontracting any portion of the services to be provided under the Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Agreement and shall not be relieved by the non-performance of any subcontractor.

**(L) MBE/WBE Participation Encouraged:**

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

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

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

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

**(N) Executive Order:** The Offerors shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) 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](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:** Out-of-state Offerors must comply with the following requirements to do business in Missouri:

**1. Registration with Secretary of State:** The Offerors must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to execution of the Resulting Agreement, the successful Offeror shall submit to MHTC a copy of its current Authority Certificate from the Secretary of State of the State of

Missouri and/or a copy of its Certificate of No Tax Due from the Missouri Department of Revenue.

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

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

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

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

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

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

**(W) Conflict of Interest:** Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services

under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.

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

**(Y) Indemnification:** 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 6: PRICING PAGE**

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

In addition, the Offeror shall provide an itemized breakdown of each of the guaranteed, not-to-exceed total prices detailing the services involved and the costs associated with the services. Offeror may use additional pages if necessary.

### **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 must include **Personnel/Fringe**: identify specific positions, proposed duties/tasks associated with the position and dollar amount for that position. Salary for administrative/clerk staff will not be eligible for reimbursement. Salaries reimbursed will only include activities directly related to work performed on behalf of the OJT SS program. Fringe benefits must identify benefits that will be included such as FICA, Pension, Health Insurance, etc. Personnel/Fringe cannot exceed 38% of the total award amount in the RFP. Wage reimbursements for students who work for contractors prior to graduation from the program are eligible. The client/student wage will include wages (at least minimum wage), taxes, FICA and Worker's Compensation. Each student must be covered under FICA and Worker's Compensation. The amount of hours worked by each student under this line item shall not exceed 120 hours per client/student. The total line item for client/student reimbursement shall not exceed \$7,700. If client/student wages are not used under this line item, the \$7,700 shall be moved to the student training line item. **Travel**: The following costs will be allowed: costs to cover gas, food, lodging, conference related registrations and certifications for OJT/SS staff during conference travel relating to the OJT Program. Local travel is included for staff to conduct job development with employers, as well as transportation of staff and participants to worksites, job interviews and training sites. In addition, student travel will include fuel and lodging for the first four weeks the students are placed and working for 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. The reimbursement rate will be based upon the State of Missouri fleet rates.

Fuel/mileage will be reimbursed for students traveling to/from work, not to exceed \$50 per week for a maximum of \$500 per student. Mileage documentation must be submitted from the student's home to their work location. Payrolls must be submitted to verify work location and the number of hours/days worked by the student. Mileage reimbursement will be based upon the MoDOT fleet rate of 26 cents per mile. In addition, reimbursement will be provided to entities that assist students with minor automobile repair not to exceed \$250 per student. Minor repair shall include the costs associated with tire repair, minor automobile repair or roadside assistance. In order to receive the reimbursement, students must be working in the heavy highway industry and must have a job secured. These line items are considered a direct cost.

**Administrative/Office Expenses:** The following costs will be allowed rent/leasing occupancy, utilities, janitorial services and landline telephone expenses, marketing, advertising, internet service fees, and general office supplies such as copy paper, toner, ink pens, and postage. Marketing/advertising is limited to recruiting students for the OJT SS program. Excludes cell phone services. This line item is considered a direct cost.

**Tools and Safety Equipment:** The following costs will be allowed: general hand tools, pipe lasers and targets, tripod levels, level rods, smart levels, transit systems, builder's transit, digital levels, and rotary laser 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. These line items are considered a direct cost.

**Student Supplies/Training/Other:** will include tools to be purchased for graduates for use in their employment in the Highway/Heavy Construction field. Tools include, but are not limited to: sledge hammer, levels, tool pouch, angle square, wrecking bar, and concrete tool kits. In addition, text books, manuals, and testing material to obtain certifications and training knowledge of the heavy highway industry. Protective Gear includes, but is not limited to: weather appropriate steel toed boots, reflective vests, hard hats, gloves, goggles and earplugs for students and staff. No blue jeans, uniform pants or t-shirts will be eligible for reimbursement. Drug Awareness Training, CPR & First-Aid Certification, OSHA Certification, Flagging Certification Training and Commercial Driver's License training, including CDL license and permit fees. Certifications must be attained by students in each of these areas or reimbursement will not be eligible. Pre-approved annual dues for student related OJT SS programs. Training and education of employees in the area of the program. Random preliminary drug testing and laboratory confirmations for all students, as well as a medical screening (physicals) for all new students to ensure that they are physically equipped to work in heavy highway construction (not to exceed \$100 per student). Meeting and graduation supplies (excluding food). Child care assistance for approved daycare facilities. Computer Software/Hardware Licenses and Maintenance fees (not for the purchase of new computers, printers, etc.) These line items are considered a direct cost.

**Placement/Retention:** Placement and retention funds will be reimbursed to entities who place students in the heavy highway industry and the students are retained in those positions for at least 30 days. Reimbursement will be given to the entity in the amount of \$1,800.00 for every student who is placed and retained for at least 30 days on MoDOT federal-aid project (a maximum of 10 students in each area of the state). The reimbursement will also apply to any prior trainee, apprentice or journey-level employee that was currently not working and was placed on a federal-aid project. Documentation of employment retention must be submitted. Certified

payrolls or other documentation identifying the continuous work of the student on the project must be submitted with the invoice.

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 of 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. **Column 4 may be modified; however, the line item for Personnel/Fringe cannot exceed \$20,800.56 for the St. Louis and Kansas City areas, and \$20,800.58 for the Outstate area. Retention/Placement must remain at \$8,333.35 for the St. Louis and Kansas City areas, and \$8,333.30 for the Outstate area.** The total maximum amount for personnel shall not exceed \$18,233.90 (for each of the 3 areas of the state). The remainder amount of \$7,700.00 (for the entire state) under personnel shall be used for student wages as outlined above. The total amount in Column 4 cannot exceed \$54,738.33 for the St. Louis and Kansas City areas and \$54,738.34 for the outstate area. Please note that FHWA/MoDOT has the right to adjust the line item amounts if they feel the amounts are excessive. FHWA must approve each line item dollar amount assigned by the Offeror prior to award.

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 heavy highway 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**

<b>Line Item</b>	<b>Other In-Kind (Column2)</b>	<b>Cash Match (Column3)</b>	<b>Received from MoDOT FY 2015 (Column4)</b>	<b>Total Budget (Column1 through Column 5)</b>
<b>Personnel/Fringe Benefits</b>	\$_____	\$_____	\$20,800.56	\$_____
<b>Travel</b>	\$_____	\$_____		\$_____
<b>Administrative/Office Expenses</b>	\$_____	\$_____		\$_____
<b>Tools and Safety Equipment</b>	\$_____	\$_____		\$_____
<b>Student Supplies/Training/Other</b>	\$_____	\$_____		\$_____
<b>Retention/Placement</b>	\$_____	\$_____	\$8,333.35	\$_____
<b>Total</b>	\$_____	\$_____	<b>\$54,738.33</b>	\$_____

**Kansas City**

<b>Line Item</b>	<b>Other In-Kind (Column2)</b>	<b>Cash Match (Column3)</b>	<b>Received from MoDOT FY 2015 (Column4)</b>	<b>Total Budget (Column1 through Column 5)</b>
<b>Personnel/Fringe Benefits</b>	\$_____	\$_____	\$20,800.56	\$_____
<b>Travel</b>	\$_____	\$_____		\$_____
<b>Administrative/Office Expenses</b>	\$_____	\$_____		\$_____
<b>Tools and Safety Equipment</b>	\$_____	\$_____		\$_____
<b>Student Supplies/Training/Other</b>	\$_____	\$_____		\$_____
<b>Retention/Placement</b>	\$_____	\$_____	\$8,333.35	\$_____
<b>Total</b>	\$_____	\$_____	<b>\$54,738.33</b>	\$_____

**Outside a 45 mile radius of St. Louis and Kansas City**

<b>Line Item</b>	<b>Other In-Kind (Column2)</b>	<b>Cash Match (Column3)</b>	<b>Received from MoDOT FY 2015 (Column4)</b>	<b>Total Budget (Column1 through Column 5)</b>
<b>Personnel/Fringe Benefits</b>	\$_____	\$_____	\$20,800.58	\$_____
<b>Travel</b>	\$_____	\$_____		\$_____
<b>Administrative/Office Expenses</b>	\$_____	\$_____		\$_____
<b>Equipment</b>	\$_____	\$_____		\$_____
<b>Student Supplies/Training/Other</b>	\$_____	\$_____		\$_____
<b>Retention/Placement</b>	\$_____	\$_____	\$8,333.30	\$_____
<b>Total</b>	\$_____	\$_____	<b>\$54,738.34</b>	\$_____

In addition, the Offeror shall provide an itemized breakdown of the additional services not mentioned in the RFP that the MHTC may take into consideration.

<b>Miscellaneous Services</b>	
	\$
	\$
	\$
	\$

	\$
	\$
	\$

➤ 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 by the 10<sup>th</sup> day of the following month along with the monthly report. 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 and during the contract period, 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 RFP. 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.

**Reporting Requirements**

➤ For program goals and objectives monthly and quarterly 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. There will be attachments to the report that must be completed on a monthly basis. **If the monthly reports are not submitted payments will be withheld until the monthly reports are submitted.** An annual performance report upon the completion of the one-year program implementation is also required within 15 calendar days after the end of the fourth quarter. Accomplishments outlined must be tied to the goals and objectives. MoDOT will conduct a meeting with each recipient upon receipt of the monthly, quarterly, and annual reports to discuss the contents of the report and provide necessary feedback and guidance as needed.

**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.

k. The entity will be required to provide documentation showing graduation of students, including number of graduates, and how many of those graduates enter the workforce, those who retain a job for at least 6 months, and those who enter federal aid-highway jobs. In addition, quarterly reports for a period of two years after the reporting and contract period is

requested to track and maintain records on graduates regarding job placement and employment status.

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**

<b>Name</b>	<b>Title</b>	<b>Address</b>	<b>Telephone</b>
1.			
2.			
3.			
4.			
5.			

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

**EXHIBIT 6**

**IN-KIND CONTRIBUTION, CASH MATCH FUNDING AND PARTNERSHIPS**

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

**EXHIBIT 7**

**PARTNERSHIPS/COLLABORATION**

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

**EXHIBIT 8**

**HISTORY OF ENROLLMENT INTO TRAINING PROGRAMS**

<b>Name</b>	<b>Address</b>	<b>Telephone</b>	<b>Date Enrolled</b>	<b>Gender/Ethnicity/Other</b>
1.				
2.				
3.				
4.				
5.				

**HISTORY OF HEAVY HIGHWAY PLACEMENT AND RETENTION**

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