



Kevin Keith, Director

CCO Form: GS14  
Approved: 02/06 (AR)  
Revised: 12/10 (AR)  
Modified:

**REQUEST FOR PROPOSALS  
6-120202LK  
ON THE JOB TRAINING SUPPORTIVE SERVICES (OJT/SS)**

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**LIST OF ACRONYMS**

<b>GED</b>	General Education Development
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>OJT</b>	On-the-Job Training
<b>OJT/SS</b>	On-the-Job Training Supportive Services
<b>SOW</b>	Scope of Work

**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, five (5) copies and a Microsoft Word version saved onto a CD of each proposal must be mailed in a sealed envelope to Leann Kottwitz, Senior General Services Specialist, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the Central Office General Services Procurement, 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of Central Office General Services Procurement no later than **10:00 a.m. Local Time, February 2, 2012**.

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.

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

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

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

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

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

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

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

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

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide On the Job Supportive Services (**OJT/SS**) throughout various areas in the state, excluding St. Louis, to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** The mission of the OJT/SS Program is to increase the total number of minorities, women, and disadvantaged individuals throughout Missouri and surrounding areas, participating in Federal-aid highway projects to fulfill on-the-job training (**OJT**) positions.

MoDOT is soliciting funding from the Federal Highway Administration (**FHWA**) OJT/SS, which if awarded will directly impact the local economy by increasing employment opportunities for minorities, women and economically disadvantaged individuals. The project will provide 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.

The award will be determined and funded by the Federal Highway Administration (**FHWA**). MoDOT anticipates that the FHWA will make the determination of award in July or August 2012. There may be multiple awards or no award dependent upon the funding. The exact dollar amount of the award is not known. FHWA and MoDOT shall have the right of access to the recipient's records and the right to audit

- (C) **Fiscal Year:** The fiscal federal year runs from October 1, 2012 - September 30, 2013.
- (D) **Multiple Award:** The Contractor shall provide workforce training services and mentoring/retention services for the trade areas identified in the Scope of Work in accordance with the requirements and specifications state herein. MHTC reserves the right to offer multiple awards for this RFP. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Offeror.

**SECTION (2):  
SCOPE OF WORK**

**(A) Services:** The Offeror shall provide the following professional services in one or more of the areas outlined below:

1. The entity shall 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.
2. The entity shall 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 September 30, 2013.
3. The entity shall 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.
4. The entity shall 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 September 30, 2013. 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. Training could include but is not limited to, life skills, safety, commercial driver's license (CDL), job readiness, monitoring, job placement, child care services, OSHA certification, CPR/first aid certification, etc.
5. The entity shall 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.
6. Additional Services: It is the preference of MoDOT to obtain additional services. Evaluation points will be assigned to Offeror that can provide one or more of the following services:

- a. Provide training to past pre-apprenticeship graduates who never obtained employment in the heavy highway industry with positions with heavy highway contractors.
- b. Assistance to students in obtaining hours to complete their apprenticeship program through outreach and placement with heavy highway contractors.
- c. Specialized training and certifications to those trainees currently enrolled in a program in areas such as scaffolding training, welding certifications, global positioning systems (GPS) training, crane operator certifications, flagging certification, etc.
- d. Training to provide students with career building skills to assist with interviewing skills, résumé building. This may include teaching and assisting students in finding employment in the heavy highway industry.
- e. Career building workshop/fair for students upon completion of the program inviting Labor Management Organizations, community based organizations, contractors and other potential employers to interact with students for possible placement with these organizations for heavy highway positions.
- f. Job shadowing opportunities for students. This may include partnering with contractors from various trades to invite students to visit with them to shadow the various career opportunities and positions in the heavy highway industry.
- g. Placement of students who complete the program into position in the heavy highway industry for employment on projects with contractors who have federal aid highway projects with MoDOT.

**(B) Specific Requirements:** The Offeror will provide to the General Services Procurement Office one original, five (5) copies and a Microsoft Word version (drafted with Times New Roman 12 point font) saved onto a CD of a program proposal, which **MUST** include the **ALL** of the following six (6) components. If any components within this scope of work do not apply or are not necessary for the Offeror's OJT/SS program, please write a response indicating why that particular component will not be included in the Offeror's proposal. Incomplete information will be deemed the Offeror non-responsive. All proposals should be limited to a **MAXIMUM** of ten (10) pages and **NOT** including-**required** attachments. The RFP response must be drafted in Microsoft Word using Times New Roman 12 point font. **Proposals exceeding the ten (10) page maximum will be considered as non-responsive and will not be evaluated.**

## 1. SCOPE OF WORK

The narrative portion of the scope of work should describe in detail the process (ALL activities/services) that will be implemented in order to achieve the program objectives. Replication of the program should be possible based upon a reading of the scope of work (SOW) narrative. All of these services must be connected to a Federal-aid highway construction project in order to receive funding.

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

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

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

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

### **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 outlined in the Scope of Work and shall **not exceed one year** and should clearly establish the beginning and ending dates for specific services. This date must be October 1, 2012 to September 30, 2013, unless further explanation is given to deviate from this time frame.

### **Needs Assessment**

- a. OJT/SS Program Goal: The broad OJT/SS program goal for all qualified organizations requesting funding is to provide OJT supportive services that will increase the total number of minorities, women and economically disadvantaged individuals (the targeted group) participating in Federal-aid highway construction industry.
- b. Purpose of the Needs Assessment: In order to achieve the broad OJT/SS program goal, qualified organization must determine what services would increase participation of the total number of minorities, women and economically disadvantaged individuals in Federal-aid highway construction industry.

In addition, qualified organization must determine what the current barriers are to the targeted group's participation on Federal-aid highway construction projects. A needs assessment will provide data (from the targeted group and contractors) identifying the barriers that hinder the targeted group's participation in **Federal-aid highway construction projects**. These identified barriers demonstrate the need for the OJT/SS program. The OJT/SS program **MUST** address these barriers by offering programs, which offer solutions and enable qualified organization to meet the OJT/SS program goal in their community. The needs assessment ensures the participation of every stakeholder in creating an individualized, necessary, and community-based OJT/SS program.

- c. A needs assessment (not needed for the Statement of Work) may be accomplished through a variety of means, including surveys, reviewing internal data about participation, and obtaining information from service providers, construction company owners, and State construction and project engineers who have knowledge about performance on highway construction projects.
- e. Needs Assessment Questions: The needs assessment **MUST** answer the following questions in order to develop the OJT/SS SOW:
  - i. What current and future Federal-aid highway construction projects have been identified in the community?
  - ii. What Federal-aid highway construction jobs have been identified based on the current and future jobs cited in question i?
  - iii. What skills are required for the identified jobs cited in question ii?

- iv. What are the current barriers to minorities, women and disadvantaged individuals in participating on these Federal- aid highway construction projects and jobs?

### **Timeline**

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) quarterly dates for submission of evaluation and monitoring data results to FHWA. An annual report must be submitted within 60 days of the program's completion.

## **2. PERFORMANCE GOALS, MEASUREMENTS AND OBJECTIVES**

A performance-based OJT/SS program will always include specific goals and objectives, activities/strategies, and performance measures. Performance measurements reflect how well the goals and objectives are met. While it may be difficult to measure results of specific activities, accomplishments can be measured that correlate to the services provided. A performance-based program is results oriented. Performance goals are anticipated, desirable results of the project, expressed numerically, that are **developed annually** for each year the program is funded and are based on the outcome of the needs assessment. The program goals **MUST** be written in one (1) sentence, be clear and concise, and identify the targeted population. The program goals **MUST** also identify where the OJT/SS program and targeted population will be when the performance period has ended and should be based on the information gained from the needs assessment. Once goals are established, result-oriented objectives will formulate the plan for achieving these goals. Each OJT/SS program should **identify three to six goals, with each goal always having one to three measurable objectives**. All of these services shall be connected in directing individuals for placement on Federal-aid heavy highway construction projects. Desired results must be expressed quantitatively and clearly identify the number of individuals that will be served as a result of the goal/objective. For example, approximately 100 students (or 95%) will be OSHA certified.

## **3. BUDGET AND FINANCIAL REQUIREMENTS**

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 80/20 direct/indirect costs**. Administrative costs cannot exceed 20% of the overall budget. 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:

- a. Main budget line item categories as well as sub-categories under the main budget- (i.e. Personnel need to be subcategorized into specific positions , proposed duties/tasks associated with the position and dollar amount for that position; office expenses needs to include items such as rent, utilities, etc and include specific amounts for each item; program supplies needs to include items such as booklets, test material, t-shirts - no logo can be displayed, etc and include specific amounts for each item); etc.
- b. Identification of in-kind contributions and/or services; and
- c. Identification of match funding or other funding sources;
- d. Total amount of funds 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.

There are two budget categories: performance-based and operational. Below is a brief description of each kind of budget.

A **Performance-based budget** is useful because it identifies specific tasks and the dollar amount associated with each task. The tasks are specifically related to the statement of work, which is based on the needs assessment. Payments are made based upon the completion of specific tasks. A performance-based budget also serves as a good monitoring tool because on a monthly or quarterly basis, it can be determined how much of the budget has been expended; the duration of the activity; and the dollar value of providing the most needed services. The Offeror must provide the detailed financial data used to determine the performance-based rate. All items used to determine the performance-based rate must include a specific dollar value. For example, if the Offeror is requesting a performance-based rate of \$1,500.00 per student, a breakdown of the total cost must be included (i.e., salaries \$100.00, office supplies \$1,000.00, tools \$400.00). Upon completion of the contract an audit may be conducted to determine if the costs per student was accurately calculated. If it is determined that the Offeror's performance-based rate was overstated, the Offeror will be required to reimburse MoDOT any amount that was received in excess of the actual rate calculated during the audit.

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 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.

**When formulating your budget, be aware that the amount requested is the same as the amount stated in your purpose statement. The total dollar amount in your budget summary and the amount requested in your purpose statement must match. If these amounts differ, your SOW will not be reviewed any further for funding consideration.**

In addition to the budget summary, 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.

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.)

**Prior to award, MoDOT reserves the right to make the final determination of which budget method will be used.**

#### **4. EVALUATION AND MONITORING PLAN**

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

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

- a. A review of each program objective and a narrative explaining how you will determine whether each objective has been achieved (what evidence will demonstrate that program objectives have been achieved).

- b. The type of information you will submit for evaluation purposes.
- c. Identification of the frequency for which the information will be collected (monthly or quarterly).
- d. Plans for completing an accomplishment report that summarized the project, tasks, and accomplishments, lessons learned, and recommendations for improvements.
- e. Identify the person (including title) responsible for collecting, analyzing and submitting the reports/data to MoDOT.

While it may be difficult to measure results of specific supportive services activities, accomplishments can be measured that correlate with the services provided. (For example, accomplishments in the following areas can be measured: recruitment, skills training, job placement, outreach, transportation to and from worksites, post-graduation follow-up, job site mentoring, etc.)

#### **5. REPORTING REQUIREMENTS for Program Goals and Objectives**

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. An annual performance report upon the completion of the one-year program implementation is also required within 60 calendar days after the end of the fourth quarter. Accomplishments outlined must be tied to the goals and objectives.

The OJT/SS SOW report **MUST**:

- a. Describe the data collection process and analysis methods that will be used to measure each program objective.
- b. Identify in detail all accomplishments to date for the OJT/SS program (What did you accomplish, How many individuals were trained, how many students were placed in heavy highway construction positions upon graduation, identify participant enrollment by race, gender, etc.).
- c. Identify any problems to date for the OJT/SS program and offer possible solutions in overcoming these problems (What changes could be made to improve the program?)
- f. Include any additional information (i.e. questions, concerns, problems, challenges, improvements/recommendations for administration of the program, etc.) that

might be helpful.

- g. 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 contractor 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

#### **U.S. CONGRESSIONAL DISTRICT(S)**

The Offeror must identify the Congressional District(s) number(s) along with the name(s) of the member(s) of Congress.

- (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 External Civil Rights 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 External Civil Rights Director. 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 External Civil Rights Director 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 (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. 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/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/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 III.

- (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 II.
- (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;



to the questions will be posted on MoDOT's website at: [http://www.modot.mo.gov/business/contractor\\_resources/gb\\_bidding/COcommodities.htm](http://www.modot.mo.gov/business/contractor_resources/gb_bidding/COcommodities.htm) in the form of a written addendum. It is anticipated this addendum will be issued on **Wednesday, January 25, 2012**. It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.

**(B) REQUIRED ELEMENTS OF PROPOSAL - All proposals should be limited to a maximum of ten (10) pages and NOT include required attachments. The RFP response must be drafted in Microsoft Word using Times New Roman 12 point font.**

**1. METHOD OF PERFORMANCE**

- a. Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP.

**2. EXPERIENCE, EXPERTISE, AND RELIABILITY**

- a. Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror should submit any information that documents successful and reliable experience in past performances, especially those performances related to previous OJT/SS.
- b. The expertise of the personnel proposed by the Offeror to perform the requirements of the RFP will be considered in the evaluation. Therefore, the Offeror should submit detailed information related to the expertise and qualifications of proposed staff.

**(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. Proposed Method of Performance (50);
  - B. Experience, Expertise, and Reliability (30);
  - C. Cost (20); and

The objective evaluation of cost will be conducted using a scale of twenty (20) possible points based upon the total budget. Cost points shall be calculated based on the sum from the below calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 20 = \text{Cost score points extended to 2 decimal places - 20.00 possible}$$

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. Evaluation and criteria will be utilized by MoDOT. Proposals will be scored and sent to FHWA based on rating. FHWA will make the final determination on whether or not funding will be awarded as well as the dollar value to be funded.

**(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.

**SECTION (5):  
PRICE PAGE**

**(A) PRICING:** Personnel will include salaries of all staff members who are utilized to carry out the OJT Program. These individual must work specifically on the OJT Program. Fringe benefits will include taxes and benefits will include federal payroll taxes, workers' compensation, health benefits. Travel expenses shall include staff member travel, student travel, etc. Student Equipment shall include shirts (without any logo), boots and tools. Office expenses shall include office supplies, utilities, phone expense, rent, marketing and advertising, and information system support. Material and Supplies/Course Training will include training software, assessment supplies (testing supplies), shop material, books and tools, OSHA training, CPR and first aid training, CDL training and licensing fees and meeting and graduation supplies (excluding food purchases). Office expense shall include rent, utilities, and phone bills (excluding janitorial costs). Other shall include any time not included in previous line items. A list of detailed items including dollar value should be included in the narrative of the budget. For example, Personnel has a line item of \$100,000, Offeror should indicate in detail what position will be covered under Personnel up to the \$100,000 (i.e. Director \$50,000, Instructor \$25,000 and Office Assistant \$25,000). This detail should be included for each line item outlined below.

**Budget and Financial Requirements**

Line Item	In-Kind	Cash Match	Requested Funding	Total
<b>1. Personnel</b>				
<b>2. Fringe Benefits</b>				
<b>3. Travel Expenses</b>				
<b>4. Student Equipment</b>				
<b>5. Material and Supplies/Course Training</b>				
<b>6. Office Expenses</b>				
<b>7. Other (i.e. tools, work, apparel, etc)</b>				
<b>Total</b>				

\_\_\_\_\_  
(Signature/Title)\*\*

\_\_\_\_\_  
Date

\*\*An Officer of the company submitting the proposal must sign on the line above.

## **EXHIBIT I**

### **INSTRUCTIONS FOR COMPLETION OF BUDGET INFORMATION**

#### SECTION A – Budget Summary by Categories

1. **Personnel:** Show salaries to be paid for project personnel.
2. **Fringe Benefits:** Indicate amount of fringe benefits.
3. **Travel Expenses:** Indicate the amount requested for staff and student travel.
4. **Student Equipment:** Indicate the cost of non-expendable personal property that has a useful life of more than one year.
5. **Materials and Supplies/Course Training:** Include the cost of consumable materials and supplies, drug screening, OSHA training, CDL training, and CPR training to be used during the project period.
6. **Office Expenses:** Include office supplies, utilities, phone expense, rent, marketing and advertising, drug screening, and information system support.
7. **Other:** Indicate all direct costs not clearly covered by line 1 through 7 above, including consultants.

***PLEASE NOTE: Indirect costs will not be reimbursed.***

#### **CASH MATCH**

This is defined as direct cash funding from the grantee that directly supports the specific goals of the funding initiative.

#### **IN-KIND MATCH**

This is defined as non-cash support, such as staff and administrative time not directly compensated from the grant.



**EXHIBIT III**

**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 \_\_\_\_\_, Affiant name  
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, title business name directed, and/or empowered to act officially and properly on behalf of this business entity.

• 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 though 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]*