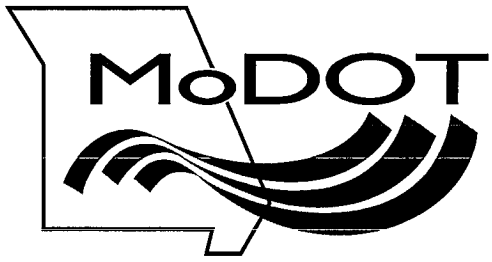
Missouri
Department
of Transportation




Pete Rahn, Director

CCO Form: CCO10
Approved: 6/01 (BDG)
Revised: 2/02 (BDG)
Modified: 8/06 (JMC)

# REQUEST FOR PROPOSALS

## kcICON WORKFORCE TRAINING SERVICES
## RFP 6-071205

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**LIST OF ACRONYMS**

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

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). **One original** and **eight (8) copies (for a total of 9 sets)** of the proposal must be mailed in a sealed package to Rebecca Jackson, General Services Procurement, Missouri Department of Transportation (MoDOT), Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed package to the General Services Office located at 830 MoDOT Drive, Jefferson City, Missouri, 65109 no later than 2:00 p.m., Central Standard Time, December 5, 2007.

**NOTE:** The Offeror must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Offeror will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).

MHTC reserves the right to reject any and all proposals for any reason whatsoever.
**NOTE:** THE OFFEROR **MUST** SIGN AND RETURN THIS PAGE WITH THE PROPOSAL.

## PROPOSAL

(1) The Offeror shall provide a fee proposal to MoDOT on the **PRICE PAGE** in accordance with the terms of this RFP.
(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Name of Business: _____

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 qualified organizations to provide training and employment services for MoDOT.

(B) **Background:** The $245 million kcICON project will reconstruct/rehabilitate about four miles of Interstate 29/35 from just north of Route 210 (Armour Road) in North Kansas City, Clay County, continuing south over the Missouri River into the northeast corner of the downtown Kansas City, Missouri freeway loop. The project includes improving outdated interchanges and a new Missouri River bridge(s).

The Missouri Department of Transportation (MoDOT) is committed to proactively increasing the number of minority, female and economically disadvantaged individuals working on the kcICON Project. The MHTC pledged up to $1.25 million towards training and employment programs in Kansas City that will prepare these individuals for work on the kcICON project and towards incentives to the contractor to hire these individuals.

On August 13, 2007, MoDOT, local contractors, union representatives, minority contractors and community groups signed the kcICON Workforce Utilization Plan Partnering Agreement. All pledged to work together to increase the number of trained workers for the kcICON project by improving recruiting, training and retention efforts. They also agreed to create a kcICON Workforce Advisory Committee to identify pre-apprenticeship training programs, and employment retention programs to recommend for funding and to monitor them for accountability and producing trainees ready for heavy highway construction apprenticeships.

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

(D) **Contract Period:** One year from date of execution.

(E) **Renewals/Extensions:** The contract shall not bind, nor purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for three (3) additional one-year periods, or a portion thereof. In the event MHTC exercises its options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such renewal prices or if applicable spaces are left blank, are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price of increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

(F) **Multiple Awards:** 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 stated 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.

(G) **Pre-Proposal Conference: A pre-proposal conference regarding this Request for Proposal will be held on November 15, 2007 at 1:00 pm, at Mid-America Regional Council located at 600 Broadway, Ste. 200, Kansas City, Mo 64105.** All potential Offerors are encouraged to attend this conference, since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference. **Refer to Clarifications of Requirements in Section 4 for submitting questions prior to the conference.**

(H) **RFP Schedule Of Events:** The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 5:00 pm CST.
MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a proposal.

| Event | Date | Time |
|---|---|---|
| MoDOT Issues RFP | November 2, 2007 | 4:00 pm |
| Deadline for Written Comments | November 7, 2007 | 2:00 pm |
| Pre-Proposal Conference | November 15, 2007 | 2:00 pm- 4:00 pm |
| Deadline for Submitting Written Comments/Questions | November 20, 2007 | 4:00 p.m. |
| MoDOT issues an Addendum | November 21, 2007 | 4:00 pm |
| Deadline for Submitting a Proposal | December 5, 2007 | 2:00 pm |
| Short List of Offerors Selected | December 12, 2007 | 4:00 pm |
| Interviews of Short Listed Offerors | December 20, 2007 | 1:00 pm- 5:00 pm |
| Recommendation of Award | December 28, 2007 | 4:00 pm |
| Contract Effective Date | 1 yr from date of execution | 8:00 am |

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

**(A)** **Services:** The Offeror shall provide all of the following professional services:

1) The Contractor shall provide Workforce Training Services for the trade areas identified in the Scope of Work in accordance with the requirements and specifications stated 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.

2) The Contractor must perform all Workforce Training Services as required herein in a manner satisfactory to and acceptable by MoDOT in order to provide adequate and professional training to program participants.

3) The Contractor shall provide services for areas specified by MoDOT. Such areas are identified in the Specific Requirements throughout the Scope of Work. MoDOT also reserves the right to add or remove criteria or training curriculum throughout the contract and renewal periods if changes occur.

4) The Contractor shall collaborate with the design-build Contractor for the kcICON project during the training and retention process.

**(B)** **Specific Requirements:** The Offeror will provide to the General Services Unit one (1) original and eight (8) copies of a program proposal which will include the following:

1) Services related to recruiting, counseling, transportation, physical examinations, including periodic substance abuse screening, safety training, childcare, industry specific training, with special emphasis upon increasing training opportunities for members of minority groups, women and economically disadvantage individuals.

   a. Training emphasis is placed upon the eight basic construction trades listed below:
      i. Carpenters
      ii. Laborers
      iii. Cement masons
      iv. Ironworkers
      v. Operating engineers
      vi. Teamsters
      vii. Painters
      viii. Electricians.

b. General professional services training: Training emphasis is placed on the following examples of professional services or non-construction work areas. These examples include but are not limited to:

1. construction inspection
2. project engineer/ manager
3. design technician
4. surveyor

c. There should be at least a minimum of (30) individual program completers reaching at least one thousand (1000) OJT hours in the trainee's first year on the job.

d. Proposals should be based upon a one (1) year training program with the potential for renewal of that training program for two additional years based on an annual evaluation.

2) Services designed to develop the capabilities of prospective trainees for undertaking on-the-job training and employment skills training.

3) Services in connection with providing a continuation of training and potential employment services during periods of seasonal shutdown.

4) Quarterly Reporting Requirements:
   a. The Contractor shall maintain a report/log of all services performed. This report/log shall also reference any conditions affecting the training and identify what areas were covered. The report/log shall become property of MoDOT.
   b. Follow–up services to ascertain outcome of training and employment services being provided.

5) Payment and Invoicing Requirements:
   a. Invoicing: The Contractor shall submit an itemized invoice for providing workforce training services in accordance with the provisions and requirements stated elsewhere herein.

**Payout Schedule**
Pay for performance – outcome based

*Milestones*
*Training Program – not to exceed $4,000 per person.*

| | |
|---|---|
| Pre-Screening and Enrollment (day 1) | $500 |
| Enrollment (2 weeks in program) | $500 |
| Pre-Apprenticeship Program (graduation) | $1000 |
| JAC Registered (or equivalent) | $1000 |
| Retention of Trainee (1000 hours in the trainee's first yr.) | $1000 |

*Client Services Budget –Up to $3000 per person to be utilized for Supportive Services.*
For example: Transportation, childcare, stipend pay, tools
(Receipt required)

b. Payment: MoDOT has up to thirty (30) days after receipt of invoice to pay each invoice.

**(C) Administration of Program:** The Offeror will consult the MoDOT 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; Upon recommendations by the kcICON Advisory Committee and approval of the MHTC, 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:** MHTC's External Civil Rights Administrator 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 the External Civil Rights Unit. 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 Unit 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 or delegation) 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, including the Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions, 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, MODOT 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) **Preferred participation by Minorities and Women:**

1. Though no contracting quotas or "set-asides" apply to this contract, each firm is encouraged to leverage race and gender neutral methods in order to meet Pre-Apprenticeship and/or Apprenticeship Training & Employment goals identified in MoDOT's kcICON Workforce Partnering Agreement.

2. Each Offeror may be required to specify in its proposal the firm's anticipated employment of minority and women employees as a percentage of its overall employee population. The Offeror may provide other information on its employment of women and minorities as well, relating to this particular contact work. Further, each Offeror is required to specify in its proposal those minority-owned and women-owned firms that the Offeror intends to use as subcontactors or suppliers in the performance of this contract work, and the approximate percentage (by dollar value) of the total contract work that these minority-owned and women-owned firms will receive, if the Offeror is awarded this contract. This data may be used by MoDOT to evaluate the proposals and determine the ranking of each Offeror.

(G) **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*).

(H) **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.

(I) **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.

(J) **Cancellation:** MHTC may cancel the 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 Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror. MHTC may cancel the contract for breach, MHTC reserves the right to obtain the equipment, supplies, and /or services to be provided pursuant to the contract form other sources and upon such terms and in such manner as MHTC deems appropriate and charge the Contractor responsible for damages.

(K) **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.

(L) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MoDOT's representative and information supplied by MoDOT's representative shall remain the property of MHTC.

(M) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MoDOT's representative except as may be required by statute, ordinance, or order of court, or as authorized by MoDOT's representative. The Offeror shall notify MoDOT immediately of any request for such information.

(N) **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.

(O) **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.

(P) **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. MoDOT'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. MoDOT's representative shall at all times have the right to audit any and all records pertaining to the services.

(Q) **Indemnification:** The Offeror shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Offeror on the account of personal injury,

bodily injury, including death, or property damage, suffered as a result of the Offeror's performance under this Agreement, the Offeror assumes the obligation to save harmless MHTC, including its agents, employees and assigns, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The Offeror also agrees to hold harmless MHTC, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Offeror for any purpose under this Agreement, and to indemnify MHTC, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission. Any requirement of the Offeror that MHTC indemnify and hold harmless the Offeror in its response to this RFP or in the post-award contract will result in the Offeror's response being deemed non-responsive and will be rejected.

(R) **Compliance with General Conditions:** The Offeror shall comply with all provisions of the Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions which are attached to this RFP.

(S) **Limitation of Terms**. This Request for Proposal expressly limits acceptance to the terms and conditions stated herein set forth and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference or amendment. Unless specifically agreed to in writing by the MHTC, or its delegated Representative, any additional or different terms and conditions proposed by the Offeror are objected to and hereby rejected.

(T) **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.

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

### (A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Respondents **must** use forms provided by the Agency. If additional space is necessary, respondents should attach additional sheets referencing the appropriate response page. Proposals must be priced, signed and returned (with necessary attachments) to Rebecca Jackson, General Services Procurement, as provided in this RFP. Specifically, **any** form containing a signature line in this RFP and any amendments, pricing pages, etc., **must** be manually signed and returned as part of the proposal.

2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.

3. **Public Inspection:** The Offeror is hereby advised all proposals and the information contained in or related thereto shall be open to public inspection after full award and contract execution and that MHTC does not guarantee nor assume any responsibility whatsoever in the event such information is used or copied by individual person(s) or organization. All information pertaining to this request and resulting responses will not be available for review until a final contractual agreement is reached with the lowest and best responses received. Therefore, the Offeror must submit its proposal based on such conditions without reservations.

4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca Jackson, General Services Procurement, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-7930 (phone) or Rebecca.Jackson@modot.mo.gov (Email). **All written questions should be addressed to Rebecca Jackson no later than 2:00 p.m., November 7, 2007**. Questions submitted by this deadline will be used in the pre-proposal conference. **All other written inquiries must be presented no later than 4:00 p.m. CST on November 20, 2007.** Responses to the questions will be posted on MoDOT's website at: http://www.modot.mo.gov/business/contractor_resources/gs_bidding/Cocommodities.thm in the form of a written addendum. **It is anticipated this addendum will be issued on November 21, 2007. It is the sole responsibility of the Offeror to check for any and all addenda.**

### (B) REQUIRED ELEMENTS OF PROPOSAL – All proposals should be limited to a maximum of twenty (20) pages along with a two (2) page maximum abstract.

## 1. PROPOSED METHOD OF PERFORMANCE

(a) Proposals will be evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Since the evaluators have already read the Scope of Work as described in the RFP, it is not necessary for the Offeror to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.

(b) The Offeror should present a written narrative which demonstrates the method or manner in which the Offeror proposes to satisfy the requirement listed in the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. This should include performance over time, placement, retention and number of graduates in the construction field up to one thousand (1,000) OJT hours, leveraging partnerships, etc.

(c) The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:

On plain white paper, identify each specific paragraph and subparagraph of the Scope of Work (see Part Two) by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with, what, to what degree, why, where, etc., the requirement will be satisfied. The description should include the number of employee hours to be devoted to each area.

AS AN EXAMPLE:

Discussion Item: Paragraph _____, Page _____

In this space describe who will be providing the service, specifics about the service, how the task will be accomplished, what direction will the service take, how often it will be provided, who will provide it, etc. Also, describe any other information you can possibly think of related to this requirement.

Discussion Item: Paragraph _____, Page _____

In this space provide a specific description of how this requirement will be met, who will do it, criteria for it, the goals and objectives of it, etc.

The Offeror should provide an organizational chart showing the staffing and lines of authority for the personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.

## 2. PROGRAM DESCRIPTIONS

(a) Specify individual entry and exit, successes, failures and cooperation with external entities (ie, MoDOT – approved Auditors and/or Program Evaluators).

(b) Identify the length of the program in either hourly or weekly increments.

(c) Specific training materials to be utilized in each specific area of expertise including program syllabus; standards and benchmarks and record keeping.

## 3. OFFEROR'S EXPERIENCE, EXPERTISE AND RELIABILITY

(a) Experience and reliability of the Offeror's organization is considered in the evaluation process. Therefore, the Offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to previous workforce training services.

(b) The Offeror should provide the following information related to previous and current contracts which are considered identical or similar to the requirements of this RFP.

1. Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

2. Dates of the Contract.

3. A brief, written description of the specific prior services performed and requirements thereof.

(c) The qualifications (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 qualification of the staff proposed.

(d) The Offeror should provide a resume including referenced detailing educational qualifications and previous work assignments as they may relate to this RFP for key personnel to be assigned to the project.

(e) If the staff is not yet hired, the Offeror should provide:

1. detailed descriptions of the required employment qualifications, and

2. detailed job descriptions of the positions to be filled, including the type of individuals proposed to be hired.

(f) Preference will be given to Offerors which have Internal Equal Opportunity Programs set up within their organization. Indicate any and all Affirmative Action Programs your company is involved in currently or the past.

## 4. OVERALL CLARITY AND QUALITY OF PROPOSALS

(a) Proposals should be easy to follow and read. We expect some background information, however, marketing materials shall be limited. Proposals shall clearly identify processes and work.

## (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 | 35 pts. Maximum |
| B. | Program Description | 30 pts. Maximum |
| C. | Experience, Expertise & Reliability | 30 pts. Maximum |
| D. | Cost, Fees, and Expenses | 5 pts. Maximum |

2. **Short List Information - From this evaluation, MoDOT will establish a short list of prospective candidates to invite for an Oral Presentation/Interview. Scores will be reassessed given information presented or information clarified during the Oral Presentation/Interview Process.**

3. **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.

4. **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 MoDOT's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

## (D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal, which must be completed, signed and returned with the Offerors proposal. For the training program, there is a Not to Exceed amount of $4,000 per person and for Client Support Services, there is a Not to Exceed amount of $3,000 per person.

2. Offeror will be required to submit additional financial information related to all contractors, sub contractors, partners, and etc.

3. Offeror is required to produce most current financial statement and audit, if available.

## SECTION (5): PRICE PAGE

**(A)** Pricing:
Provide a firm, fixed price per person with the Not to Exceed amount of $4,000 per person for the training program and a Not to Exceed amount of $3,000 per person for Client Support Services.

Training Program $_____ Client Support Services $_____

In addition to providing the above information, you must complete the below budget spreadsheet and provide a detailed back-up budget plan for your company.

**BUDGET INFORMATION** (Applicable to all grants/service areas)
**BUDGET FOR FUNDS REQUESTED:** The Offeror shall indicate below all fees for providing services over the next three years in accordance with the provisions and requirements stated herein: (Please refer to the Instructions Page attached behind this pricing page for additional information in completing the pricing page.)

| | Budget Year 1 | *Cost Sharing/Match Summary* | | Projected – Budget Year 2 | Projected – Budget Year 3 |
|---|---|---|---|---|---|
| **1. Personnel** | $ | **1. Cash Contribution** | $ | $ | $ |
| **2. Fringe Benefits** *(Rate ___%)* | | | | | |
| **3. Travel** | | **2. In - Kind Contribution** | | | |
| **4. Equipment** | | | | | |
| **5. Materials and Supplies** | | **3. Total Cost Sharing/ Match** *(Rate _____%)* | $ | | |
| **6. Contractual** | | | | | |
| **7. Other (i.e. tools, work apparel, etc)** | | | | | |
| **8. Total, Direct Cost** *(Lines 1 through 7)* | $ | | | $ | $ |
| **9. Administrative Cost** | | | | | |
| **10. Training Cost/Stipends (Client Support Services)** | | | | | |
| **11. TOTAL Funds Requested** *(Lines 8 through 10)* | $ | | | $ | $ |

_____
(Signature/Title)** (Date)
**An Officer of the company submitting the proposal must sign on the line above.

## *INSTRUCTIONS FOR COMPLETION OF BUDGET INFORMATION*

***Budget is subject to review each year with potential for termination contingent on annual results.***

*SECTION A – Budget Summary by Categories*

1. ***Personnel:*** Show salaries to be paid for project personnel.

2. ***Fringe Benefits:*** Indicate the rate and amount of fringe benefits.

3. ***Travel:*** Indicate the amount requested for staff travel.

4. ***Equipment:*** Indicate the cost of non-expendable personal property that has a useful life of more than one year with a per unit cost of $5,000 or more.

5. ***Materials and Supplies:*** Include the cost of consumable materials and supplies to be used during the project period.

6. ***Contractual:*** Show the amount to be used for (1) procurement contracts (except those which belong on other lines such as supplies and equipment); and (2) sub-contracts/grants.

7. ***Other:*** Indicate all direct costs not clearly covered by lines 1 through 6 above, including consultants. Note: Cap on supplies (tools& work apparel) for trainees/ $500.00 per registrant.

8. ***Total, Direct Costs:*** Add lines 1 through 7.

9. ***Administrative/Marketing Cost***

10. ***Training/Stipend Cost:*** (Client Support Services)

11. ***Total Federal funds Requested:*** Show total of lines 8 through 10.

*SECTION B – Cost Sharing/Matching Summary*

*LEVERAGING GRANT RESOURCES – SOME EXAMPLES*

Many government and foundation funders require that their grant recipients match their funding with resources from within the organization, through the grantees collaboration with other groups or organizations or from funds from another source. Funders view matching funds as **first,** a way to extend the value of their funding (leveraging their investment); **second**, as a indication of the grantee's commitment to the goals of the program or activity for which they are requesting the funds and; **third,** as an indication of the grantee's commitment to sustaining the effort once grant funds have been expended.

Generally, matching funds fall into one of three (3) major categories; cash, in-kind and non-matched leveraged resources.

CASH MATCH

This is defined as direct cash funding from the grantee that directly supports the specific goals of the funded initiative. Under our grant much of the work we've undertaken is supported by a combination of grant funds, core agency/program resources and cash funds from other sources. *We are required to monitor these funds and report on them as part of our financial reporting requirements.*

IN- KIND MATCH

This is defined as non-cash support, such as staff and administrative time not directly compensated from the grant. *As with cash match, we are required to closely monitor these funds and report on them as part of our financial reporting requirements.*

NON-MATCHED LEVERAGED RESOURCES

These are other leveraged resources that are generated as a result of the grant but for which it is difficult to directly quantify. *While we report them we do not maintain detailed accounting records.*

*Note: Preference given to applicant for matching.*

> Indicate the actual rate and amount of cost sharing/matching when there is a cost sharing/matching requirement. Also include percentage of total project cost and indicate source of cost sharing/matching funds, i.e. other Federal source or other Non-Federal source.

**Missouri Highways and Transportation Commission**
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

## STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. **For bids/proposals of $25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted.

g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## GENERAL TERMS AND CONDITIONS

### General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### Nondiscrimination

a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

### Subcontracting

a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

equipped for such work.

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Invoicing and Payment**

a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.

b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**Applicable Laws and Regulations**

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**Executive Order**

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

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor 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 Contractor 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 contractor 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.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor 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.

**Preferences**

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more.**

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the 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 Contractor.

b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

a. The Contractor 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 the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

a. 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.