

GENERAL SERVICES
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64086

REQUEST NO.	B4-09-001
DATE	January 23, 2009
PAGE NO.	1
NO. OF PAGES	24

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

1:00 p.m., Local Time, February 10, 2009

AND THEN PUBLICLY OPENED AND READ FEBRUARY 11, 2009 FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

MoDOT – District 4
600 NE Colbern Road
Lee's Summit, MO 64064

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Robin Warren

BUYER TELEPHONE: 816-622-0054

BUYER EMAIL:

Robin.Warren@modot.mo.gov

Security Guard Services

To establish a contract to furnish "Security Guard Services" with an effective date of 03-01-09.

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of Attachment A or Attachment B, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors 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.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____

Firm Name: _____

Telephone No.: _____

Address: _____

Fax No.: _____

Federal I.D. No. _____

By (Signature): _____

Email Address: _____

Type/Print Name _____

Is your firm MBE certified? Yes No

Title:
Is your firm WBE certified? Yes No

**MISSOURI
DEPARTMENT OF TRANSPORTATION
COMMISSION**

JEFFERSON CITY, MISSOURI

BID

OF

COMPANY NAME _____

CONTRACTOR NAME _____

CONTRACTOR SIGNATURE _____

ADDRESS _____

PHONE NUMBER _____

COMPANY FEDERAL TAX ID# OR CONTRACTOR SOCIAL SECURITY #: _____

FOR

RFB # B4-09-001 (SECURITY GUARD SERVICES)

OF THE

DISTRICT 4 HEADQUARTERS OFFICE

LOCATED AT

600 NE COLBERN ROAD
LEE'S SUMMIT, MISSOURI 64086

**Request for Bid
Security Guard Services
Missouri Department of Transportation's
District 4 Headquarters Office
Lee's Summit, Missouri**

Bids for providing security guard services to the Missouri Department of Transportation's District 4 Headquarters Office are being solicited.

Bids must be returned in a sealed envelope clearly marked as "RFB # B4-09-001 (Security Guard Service)" in the lower left corner of the envelope and addressed to the Missouri Department of Transportation, ATTN: General Services – Procurement, 600 NE Colbern Road, Lee's Summit, MO 64086.

Bids will be received until 1:00 PM (CST) on February 10, 2009. Bids will be publicly opened and read on February 11, 2009 at 10:00 AM in the Missouri Department of Transportation General Services Building in Lee's Summit, Missouri.

Bids must be made on forms provided by the Department. The right is reserved by the Missouri Highways and Transportation Commission to reject any and all bids.

MISSOURI DEPARTMENT OF TRANSPORTATION

Robin Warren, Sr. Procurement Agent

1. General Requirements

- A. The contractor shall provide unarmed/armed security guard services for the Missouri Highways and Transportation Commission (hereinafter referred to as the “*Commission*”) at the District 4 Headquarters Office (hereinafter referred to as “*state agency*”) located at 600 NE Colbern Road, Lee’s Summit, Missouri in accordance with the provisions and requirements stated herein.
- B. The contractor shall perform all security guard services in accordance with instructions provided by the Commission and in a manner satisfactory to and acceptable by the Commission.
- C. Unless otherwise specified herein, the contractor shall provide all necessary labor, equipment, and materials for providing the required security guard services.
- D. The Commission reserves the right to audit any and/or all of the contractor’s files concerning this contract for compliance of the requirements specified herein.
- E. The contractor’s security guard(s) shall report to the Support Services Manger, and/or a person designated by the Commission (hereinafter referred to as a “*designated representative*”).
- F. The Commission shall make no guarantee as to a minimum or maximum number of hours of security guard services that may be required.

2. Specific Requirements:

- A. The contractor shall provide security guards to provide duties as assigned. Prior to the required commencement of activities, the state agency shall identify the specific duties. The required duties may consist of, but not necessarily be limited to, the following:
 - a. Respond to emergencies, threats and suspicious occurrences on state property as per state agency’s Response Emergency Manual. Assist state agency personnel if clients become uncontrollable or disruptive. The contractor’s security guard(s) shall provide backup assistance to the state agency personnel for most instances involving uncontrollable clients. However, there may be occasions, when the contractor’s security guard on duty shall be one of the primary individuals controlling the situation.
 - b. The contractor’s security guard(s) will be stationed at the front desk located in the lobby.
 - c. Monitor and check identification, and sign-in and sign-out all traffic entering and leaving the state agency building.
 - d. Monitor security concerns, fire alarm systems, security cameras, and monitors.
 - e. Any other duties required by the state agency.
- B. The contractor’s security guards must be properly uniformed and wear a badge at all times while on duty.
 - a. The contractor shall provide complete uniforms, badges, and necessary gear to the security guards, which comply with the requirements of the local law enforcement agency.

- b. The contractor must obtain prior approvals from the state agency on the style and color of the uniforms.
 - c. All security guards must be neat, clean, and professional in attire and person.
 - d. Security guards shall not wear or have headphones, personal radios, and/or televisions while on duty.
 - e. Security guards shall not talk on the telephone unless related to providing security guard services or official business for the state agency.
- C. The contractor's security guards shall work with local law enforcement agencies if the state agency determines that a situation requires intervention by the local law enforcement agencies.
- D. The contractor must have all firearms or other weapons registered with the appropriate Police Department or governing agency.
- a. The contractor must provide some type of identification to the state agency of the weapons each security guard is equipped with. If the security guard is required to be unarmed, no weapons of any kind will be allowed.

3. Staffing Requirements

- A. The contractor shall provide security guards on days and for such hours as may be required by the state agency.
- b. It is anticipated that the state agency will require one (1) shift per day for five (5) days per week, Monday through Friday.
 - c. The state agency will assign the start and end hours of each shift, anticipated to be 6:45 AM until 4:15 PM.
 - d. In cases of multiple shifts in one day, the contractor must ensure the proper transfer of security services from one (1) shift to another without interruption of security services.
 - e. The contractor will be responsible for providing continued security services during lunch and other required breaks.
- B. The Contractor shall provide the number of security guards per shift as determined necessary by the state agency.
- a. It is anticipated that the state agency will require one (1) security guard per shift.
- C. The contractor shall agree and understand that the state agency reserves the right to change the schedule, days, times, type of security guard (i.e. armed or unarmed), and/or requirements by the state agency.
- a. The state agency shall make every attempt of notifying the contractor and allowing one (1) week notice of changing requirements.

- b. The state agency reserves the right to require additional security guards as may be necessary or to delete assigned security guards.
 - c. The state agency shall give the contractor twenty-four (24) hours notice, if possible, when requesting additional guards.
 - d. The state agency makes no guarantee as to the amount, if any, of additional security guard services that may be required
- D. The contractor shall assign the same security guards on a consistent basis unless removal of a security guard is requested by the state agency.
 - E. The contractor's security guard(s) shall not work in excess of a ten (10) hour shift without prior approval from the state agency.
 - F. The contractor's security guard(s) must report to the designated representative at the time of arrival and departure for an assigned shift.
 - a. In addition, security guards must report to the designated representative when leaving the assigned duty location and upon returning to the location.
 - b. Security guards must communicate directly with the designated representatives for security breaches.
 - G. In the event of an unauthorized absence of an assigned security guard, the contractor must provide a replacement security guard within one (1) hour of notification by the state agency, unless otherwise instructed by the state agency.
 - H. The contractor must maintain an established place of security services business, properly identified as said business, and staffed (including supervision) on a twenty-four (24) hour, seven (7) days per week basis. The contractor shall not use an alternate method such as an answering service, call forwarding, remote phones, pager, etc.
 - I. The contractor must employ an adequate number of standby back-up security guards.
 - a. The contractor shall provide the state agency with a list of possible back-up security guards.

4. Security Guard Qualification Requirements:

- A. The contractor must provide security guards who meet all of the following minimum qualifications. The state agency reserves the right to interview and accept or reject any security guard(s) prior to being assigned by the contractor.
 - a. Security guards must be currently licensed with the Lee's Summit Police Department, as a security guard. On a security guard's first day of assigned duties at the state agency, the security guard must show his/her security guard license to the designated representative.
 - b. Each security guard must provide verification of license renewal to the state agency annually.

- c. Security guards must have at least two (2) years experience in military or civilian law enforcement, or related experience with a civilian security agency.
 - d. Security guard must have a high school diploma or its equivalent, or possess a combination of education and experience acceptable to the state agency.
 - e. Security guards must speak fluent English and have good verbal skills.
 - f. The state agency shall maintain a record of all approved security guards.
- B. The contractor shall provide security guards who are physically capable of performing the duties required for proper security and assuring that all necessary precautionary measures are taken to protect people and property.
- a. Security guards must be physically and mentally sound.
 - b. Security guards must be free of any serious hearing impairment and must have good visual capacity.
 - c. Security guards must be capable of exercising judgment and acting quickly in an emergency.
- C. The contractor's security guards must be of such a temperament and maturity that they shall be able to function in the face of physical threats and verbal abuse without taking such behavior personally.
- D. Any individual employed by the contractor must agree to a security background check if requested by the state agency. A Security Clearance Waiver form, Attachment C, must be completed and individually signed by the contractor and each employee for whom a security background check is requested. Sexual deviant behavior conviction(s) shall disqualify any security guard from working at the state agency.
- E. Security guards must pass the Lee's Summit Police Department security background check. The contractor is responsible for the \$20.00 registration fee per security guard, which covers the background check.

5. Training, Instruction, Orientation, and Screening Requirements:

- A. The contractor must provide security guards that have training and/or instruction in each of the following areas:
- a. Therapeutic Physical Management – a disciplined form of intervention focused on controlling one's own feelings while de-escalating potentially violent behavior exhibited by a psychiatrically ill individual through verbal and non-verbal techniques in order to avoid injury to the individual and/or the intervenors,
 - b. Use and handling firearms,
 - c. First aid, including CPR,
 - d. Public relations,
 - e. Safety,
 - f. Proper use of telephones and radios,
 - g. Proper use of written report forms, and
 - h. On-site training consisting of four (4) hours total on the same post the security guard will be assigned.

- B. The contractor shall provide the state agency with documentation, for all assigned security guards, verifying successful completion of training and/or instruction in the areas stated above.
- C. At least annually, the contractor shall provide remedial training and/or instruction to the security guards in the areas stated above.
 - a. The contractor shall be responsible for all cost associated with the remedial training and instruction.
- D. The contractor's security guards assigned to the contract, including back-ups, must if required by the state agency, attend and successfully complete a training and orientation class provided by the state agency. The following may be included in the orientation class:
 - a. State agency fire and safety procedures
 - b. Use of telephones and computer
 - c. Customer and employee access policy
 - d. District Emergency Response Manual
- E. The contractor must provide proof the following screenings have been conducted for all assigned security guards:
 - a. Lifetime criminal background check
 - b. Driver and motor vehicle check
 - c. Social security numbers verification
 - d. Five (5) year work history check
 - e. Drug screening
- F. In addition, the contractor shall be responsible for all cost associated with the above listed screenings:
 - a. The state agency reserves the right to request additional drug screens for security guards for reasonable cause. Any security guard(s) who test positive on the drug screens shall be dismissed from duty at the state agency.

6. Reports and Deliverables

- A. The contractor's security guards shall provide a daily activity log sheet that includes an hourly entry, after each shift detailing any security problems, rule violations, and suspicious activity, which occurred during the shift. In addition to the daily activity log sheet, an incident report (should an incident occur), shall be completed by the security guard(s) after each shift and should describe the incident in a complete and accurate manner. The security guard must submit the daily activity log sheet and incident report, if applicable, to the designated representative.

- B. The contractor must submit weekly shift reports/time sheets to the state agency. The contractor must maintain complete and accurate records to substantiate services provided to the state agency. The contractor's records must document (a) name of security guard providing service, (b) date service provided, (c) time/shift service was provided, and (d) assigned duty location.
- C. On a periodic basis and at the request of the state agency, the contractor shall conduct an examination and review of the security guard's performance while on duty. A written report shall be submitted to the state agency and shall contain the following information regarding the examination and review: (a) findings of compliance inspections, (b) documented information such as the date, (c) security guard's name, and (d) comments regarding the security guard's performance.

7. Additional Requirements:

- A. The contractor must have a salary and benefits policy that will recruit and maintain top quality security guard personnel for provision of services under the contract.
 - a. Vacation and sick leave policies shall be left to the discretion of the contractor. Prior to the effective date of contract, the contractor shall provide a printed copy of such policies to the state agency, and shall inform the state agency in writing of any changes to those policies.
 - i. Security guard services shall not suffer due to the contractor's leave policies.
- B. The contractor shall notify the state agency prior to dismissal of a security guard.
 - a. The contractor shall provide a plan for maintaining the security guard services.
 - b. The contractor shall dismiss the security guard at a location other than the state agency.

8. Liquidated Damages:

- A. In the event that the contractor fails to provide security guard services, the contractor shall be assessed liquidated damages in the amount of \$10.00 for each hour in which the identified requirement is not provided.

9. Invoicing and Payment Requirements:

- A. The contractor shall submit an itemized invoice to the following address:

Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, MO 64086

 - a. The itemized monthly invoice must include the contract number, date and time services were actually provided, name, and the actual number of hours worked.
- B. The contractor shall be paid in accordance with the firm, fixed price per hour, per security guard as indicated on the pricing page.
- C. Other than the payment specified above, no other payment(s) or reimbursement(s) shall be made to the contractor for any reason whatsoever.

BID FOR SECURITY GUARD SERVICE

1. Bidding Requirements:

- A. The Contractor shall provide security guard services for the Missouri Department of Transportation's District 4 Headquarters Office, Lee's Summit, Missouri, in accordance with the terms and conditions set forth herein. The Contractor must perform all security services as outlined in RFB # B4-09-001 in a manner satisfactory and acceptable to the Missouri Department of Transportation.
- B. Questions regarding this Request for Bid should be directed toward Robin Warren at 816-622-0054 or Toni Terry at 816-622-0056.
- C. **A sealed bid must be received no later than 1:00 PM (CST) on February 10, 2009 at the Missouri Department Of Transportation – District 4, General Services Procurement Division, ATTN: General Services – Procurement, 600 NE Colbern Road, Lee's Summit, MO 64086. *All bids will be opened and read on February 11, 2009 @ 10:00 AM.* **BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS “RFB # B4-09-001 (Security Guard Service)” IN THE LOWER LEFT CORNER OF THE ENVELOPE.** The Department does not recognize the U.S. Mail, United Parcel Service, Federal Express, or any other entity or organization, as its agent for purposes of accepting bids.**
- D. The bidder may withdraw, modify, or correct their bid after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.
- E. The Missouri Department of Transportation reserves the right to reject any and all bids. Once the sealed bids are opened, bidders cannot change, supplement, or withdraw the bids without the written permission of the Highway Commission.

2. Contract Period:

The contract begins on or about March 1, 2009 and ends February 28, 2010. **(Beginning date may vary pending approval of the contract by the Commission.)**

3. Contract Extension:

The Missouri Department of Transportation shall have the right, if mutually agreed, to extend the Contract period for up to two (2) additional one-year periods, or any portion thereof.

4. Pricing:

ALL PRICING SHOULD BE PROVIDED ON THE PRICING PAGE.

A firm fixed per hour, per guard price greater than \$0.00 for each type of security guard must be provided.

PRICING PAGE

The bidder shall provide a firm, fixed per hour, per guard price for the original contract period and a maximum per hour, per guard price for each potential contract period for providing all services in compliance with the requirements of this Request For Bid. All costs associated with providing the required services shall be included in the stated price(s).

DESCRIPTION	ORIGINAL CONTRACT PERIOD <i>Firm Fixed Price</i>	1st RENEWAL PERIOD <i>Maximum Price</i>	2nd RENEWAL PERIOD <i>Maximum Price</i>
Unarmed Security Guard Services			
	Per Hour, Per Guard	Per Hour, Per Guard	Per Hour, Per Guard
Armed Security Guard Services			
	Per Hour, Per Guard	Per Hour, Per Guard	Per Hour, Per Guard

Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award, based on Unarmed Rate.

PLEASE COMPLETE BELOW:

DATE: _____

FIRM NAME: _____

TELEPHONE: _____

ADDRESS: _____

FAX NO: _____

RFB # **B4-09-001**

BY (Signature): _____

TYPE/PRINT

NAME: _____

TITLE: _____

BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS "RFB # B4-09-001 (Security Guard Service)" IN THE LOWER LEFT CORNER OF THE ENVELOPE.

The contract will be awarded to the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein.

PRIOR EXPERIENCE OF BIDDER

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor’s prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the state agency for additional discussions regarding my company’s association with the bidder referenced above:

Signature of Reference Contact Printed Name of Reference Contact Date

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

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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 Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- 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.
- d. Pursuant to RSMo 285.530 (1), 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, 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

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.

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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. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. 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.

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- 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.

SPECIAL TERMS AND CONDITIONS

Insurance

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

- a. General Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the provisions outlined in the solicitation documents.
- b. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award, based on Unarmed Rate.

Failure to Execute Contract

- a. Failure to execute the contract within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

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Additional Requirements

b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Cancellation of Contract

- a. If the Contractor fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion within the time specified, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor.
- b. If within ten (10) days after such notice the Contractor does not proceed to remedy to the satisfaction of the Department's representative the faults specified in said notice, the Department shall have full power and authority to cancel the contract.

Liquidated Damages

- a. In the event the successful Contractor fails to provide security guard services, the Contractor shall be assessed liquidated damages in the amount of **ten dollars (\$10.00) per hour**, for each hour in which the identified requirement is not provided.

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, various state agencies, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the various state agencies may conduct and background investigation and/or before rendering a decision regarding my eligibility to perform services for the various state agencies and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, various state agencies, and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number