



MISSOURI DEPARTMENT OF TRANSPORTATION
 GENERAL SERVICES
 830 MoDOT Drive, Jefferson City, MO 65109

BID FORM

RFB NO.: 5-121204LK
 TITLE: Drug and Alcohol Testing
 ISSUE DATE: November 7, 2012

BUYER: Lean Kottwitz
 PHONE NO.: (573) 751-3685
 EMAIL: Leann.Kottwitz@modot.mo.gov

RETURN PROPOSAL NO LATER THAN: DECEMBER 04, 2012 AT 2:00 PM LOCAL TIME
 ALL QUESTIONS ARE DUE NO LATER THAN: NOVEMBER 19, 2012 AT 2:00 PM LOCAL TIME

MAILING INSTRUCTIONS: Print or type RFB Number on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in General Services office (830 MoDOT Drive) by the return date and time.

RETURN PROPOSAL TO:

(U.S. Mail)
 MoDOT
 PO BOX 270
 JEFFERSON CITY MO 65102

OR

(Courier Service)
 MoDOT
 830 MoDOT Drive
 JEFFERSON CITY MO 65109

CONTRACT PERIOD: DATE OF AWARD THROUGH TWO YEARS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Statewide Locations

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this RFB shall govern in the event of a conflict with his/her bid.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. Introduction and General Information

1.1 Introduction:

- 1.1.1 This Request for Bid seeks bids from qualified organizations to provide Employee Drug and Alcohol testing with an effective contract period of Date of Award through December 31, 2014, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT, hereinafter referred to as MoDOT).
- 1.1.2 MHTC reserves the right to reject any and all bids for any reason whatsoever.

2. Scope of Work

2.1 General Requirements:

- 2.1.1 The bidder shall provide Employee Drug and Alcohol testing and related services for MoDOT in accordance with the provisions and requirements stated herein. Unless otherwise stated, the bidder shall not deviate from the requirements specified herein.
- 2.1.2 The bidder shall adhere to the rules and regulations published under the Act found in 49 CFR 382 and 49 CFR Part 40.
- 2.1.3 The bidder shall provide Employee Drug and Alcohol testing on an as needed basis and to the sole satisfaction of MoDOT.
- 2.1.4 The bidder shall provide all health care professionals, services, materials, equipment and supplies for the purpose of providing Employee Drug and Alcohol testing including, but not limited to, specimen collection and identification supplies, test tubes, labels, shipping containers, split specimen containers, etc.
- 2.1.5 The bidder shall have at least three (3) years experience in drug and alcohol testing.
- 2.1.6 The bidder shall comply with all confidentiality requirements established in the Act and as otherwise state herein. The bidder shall release the results of testing only to MoDOT and the employee being tested.

2.2 Specific Requirements:

- 2.2.1 The bidder must have a proven track record of providing consistent mobile based random drug and alcohol testing across the State of Missouri.
- 2.2.2 The bidder must have a proven ability to coordinate and provide 24 hour post-accident drug and alcohol testing across the State of Missouri.
- 2.2.3 The bidder must have the ability to provide ATF and UDS results to MoDOT personnel via a secure internet portal. This functionality is crucial to facilitate monitoring achieved random testing rates and facilitating accurate DOT required year-end MIS reporting of annual minimum random testing percentage requirements.
- 2.2.4 The bidder must provide the ability for MoDOT personnel to make secured on-line additions and deletions to random testing database (pools).

- 2.2.5 The bidder must be able to provide MoDOT with electronic invoicing via a secure on-line portal so that MoDOT personnel can pull (retrieve) current and historical service invoices.
- 2.2.6 The bidder must be able to provide MoDOT with access to secure on-line daily postings of urine drug screen Custody and Control Forms and Alcohol Testing forms.
- 2.2.7 The bidder must have a 24 hour, 7 day a week manned Call Center. Access to someone with a pager on a 24 hour basis is not acceptable.
- 2.2.8 The bidder must be able to provide MoDOT with Drug and Alcohol Workplace Supervisor Training both in person and via on-line.
- 2.2.9 The bidder's service solution must include a Substance Abuse and Mental Health Services Administration (SAMHSA) Certified lab that has never been suspended for infraction violations.
- 2.2.10 The bidder must have proven ability to assist MoDOT with not only remaining compliant with federal regulations involving its Drug and Alcohol testing program, but also must be able to demonstrate its ability to directly interface and successfully mediate unique situations that can arise from time to time with the Department of Transportation and the Office of Drug and Alcohol Policy and Compliance (ODAPC).

2.3 Medical Review Officer Requirements:

- 2.3.1 The bidder shall provide a Medical Review Officer (MRO) solution who must be a licensed physician (M.D. or D.O.) knowledgeable in areas of drug abuse and toxicology procedures to review the results of all drug tests. The qualifications and performance of the MRO must be in compliance with 49 CFR Part 40. The bidder's MRO services must **meet or exceed** the following specific capabilities as shown below:
 - a. Available to provide consultation during court proceedings to MoDOT
 - b. Provide monthly testing reports to MoDOT – number of tests conducted, type of tests conducted (pre-employment, random, post-accident, reasonable suspicion, etc., number of positives and which type of test was positive.
 - c. Provide an import file using Lotus Notes on a monthly basis that shows the employees tested during that specific month.
 - d. Provide a web-based system, available 24 hours a day, that those who have access can view drug test results, records, reports, etc. This system shall be password protected.
 - e. Provide MoDOT with the ability to review, store, sort, retrieve and report upon records in both hard copy and electronic mediums and to make these remotely and electronically available via a permission-based system, as needed or required to hold a stratified level of accessibility (i.e. the ability to ensure that only authorized personas are allowed to see some aspect of the testing process and which can be delineated across any number of criteria, including test type, positive only, negative only, etc).
 - f. Provide assurance to MoDOT that the security of any process whereby data is stored, viewed, accessed, archived or transmitted by bidder must be independently verified via a third party provider with the necessary skill and expertise to conduct such independent auditing services and with a record of their system audit being provided upon request.

2.4 Alcohol Testing Requirements:

- 2.4.1 The bidder's Evidential Breath Testing (EBT) devices must be approved by the National Highway Traffic Safety Administration and the Missouri Department of Health and Senior Services.
- 2.4.2 The bidder shall provide a trained and certified Breath Alcohol Technician (BAT) to administer the breath test.
- 2.4.3 The bidder shall immediately notify MoDOT of a finding of .02 alcohol concentration or greater.
- 2.4.4 The bidder shall conduct all screening and testing in accordance with the Federal DOT alcohol testing regulations and procedures.
 - a. In the event the Federal DOT reviews and revises its alcohol testing regulations and procedures, the bidder shall, at that time expand its alcohol testing option (e.g., use a blood testing procedure) upon the mutual agreement of the bidder and MoDOT.

2.5 Drug Testing Requirements:

- 2.5.1 In accordance with the Act and at the request of MoDOT, the bidder shall conduct drug testing services.
- 2.5.2 The bidder shall provide a five (5) panel drug screen using current procedures as approved by the HHS and the Federal DOT. The bidder shall test the collected urine specimens for detection of all the following five (5) drugs:
 - a. Amphetamines/Methamphetamines
 - b. Cannabinoids (THC)
 - c. Cocaine
 - d. Opiates
 - e. Phencyclidine (PCP)
- 2.5.3 The bidder shall provide a nine (9) panel drug screen upon request of the state agency. The bidder shall test the collected urine specimens for detection of all the following nine (9) drugs:
 - a. Benzodiazepines
 - b. Marijuana
 - c. Amphetamine
 - d. PCP
 - e. Barbiturates
 - f. Methadone
 - g. Cocaine
 - h. Opiates
 - i. Ecstasy
- 2.5.4 The bidder's laboratory, or the laboratory utilized by the bidder, must be certified by the Federal HHS per Federal DOT regulations.
- 2.5.5 The bidder must report all Medical Review Officer (MRO) verified positive and negative test results to MoDOT within 48 hours of sample collection.
 - a. If a MoDOT employee challenges a positive test result, the bidder shall send the split specimen to a second lab for re-testing. The bidder is responsible for seeking and obtaining payment for all costs associated with the challenge testing (i.e. shipping to another lab, testing and MRO review and

reporting) from the MoDOT employee. MoDOT shall not pay the bidder or the bidder's laboratory for the challenge testing.

- b. The bidder shall conduct confirmation drug tests on positive results as mandated by Federal DOT regulation and shall follow the same procedures for non-federal DOT mandated tests.

2.5.6 The bidder shall ensure that the collectors are certified in accordance with Federal DOT regulations. If requested by MoDOT, the bidder shall provide proof of a collector's certifications.

2.6 Random Testing Requirements:

2.6.1 The bidder shall develop and administer procedures and protocols for random drug and alcohol testing mandated by Federal DOT regulation. The bidder shall select individuals for testing, conduct the test, notify appropriate authorities regarding test results and otherwise operate the random testing system in a manner that complies with the Act.

- a. The bidder shall conduct random testing with either a) several groups (org units of DOT employees) a day or b) several groups of individuals (non-DOT employees).
 - 1. The bidder shall update the pool on a monthly basis or as changes are provided by MoDOT.
 - 2. The bidder's random testing pool shall be sent electronically to MoDOT.

2.7 Specimen Collection Requirements:

2.7.1 The bidder must have collection sites throughout the State of Missouri. The bidder's collection sites must have the capability for both alcohol testing and drug specimen collection.

- a. The bidder shall provide specimen collection in states other than Missouri if requested by MoDOT.
- b. At the request of MoDOT, the bidder shall provide on-site specimen collection and breath alcohol testing. If requested by MoDOT, the bidder must perform the on-site specimen collection and breath alcohol testing by means of a mobile unit. However, if agreeable to MoDOT, the bidder may perform the on-site specimen collection and breath alcohol testing in a secure area at a MoDOT location. Coordination (i.e. when and where) for such shall be agreed upon between the bidder, Central Office Risk Management and the organizational unit being tested.
 - 1. The bidder shall conduct all **DOT** random drug and alcohol **tests/collections** utilizing a mobile unit for MoDOT.

2.7.2 The bidder shall partner with clinics throughout the state and in neighboring states that are able to perform pre-employment, random, reasonable suspicion, breath alcohol, return to duty, follow up, post accident and after-hours tests, if needed.

- a. The bidder shall provide specimen pick-up services via courier between the hours of 6:00am and 7:00pm, Local time, Monday through Friday, including state holidays, regardless of the specimen collection site location.
- b. The bidder must maintain specimens in proper condition while being transported in order to ensure the accuracy of the test performed.

- 2.7.3 The bidder must collect all specimens in accordance with the Federal DOT requirements outlined in 49 CFR Part 40.
- a. The bidder must use federally mandated collection forms for both drug (5-part form) and alcohol (3-part form) specimens for regulated tests and non-federal forms for non-regulated tests.
 - b. The bidder shall collect all specimens (non-federal and federal) as split samples.
- 2.7.4 The bidder shall provide courier specimen pick-up services between 6:00 a.m. and 7:00 p.m. CST, Mondays through Fridays regardless of the site location in the state.
- a. The bidder shall maintain responsibility for the Chain of Custody form pursuant to 49 CFR Part 40 requirements.
 - b. The bidder shall furnish chain of custody forms in compliance with the bidder's established procedures and shall provide in-service training to MoDOT staff regarding the collection process and procedures.

2.8 Specimen Retention Requirements:

- 2.8.1 The bidder shall retain positive specimens for one year after collection/testing, or for the specific duration of time established by federal requirements, or pending any litigation.
- a. At the written request of MoDOT's Chief of Custody or other designated official, the bidder shall retain any positive test specimens for a longer period of time.
- 2.8.2 The bidder shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.

2.9 Training Requirements:

- 2.9.1 The bidder shall provide a training workshop at the request of MoDOT, in accordance with the requirements of 49 CFR 382.603 et seq. on the topics of alcohol and drug abuse. The bidder shall provide all materials, supplies and professional trainers.
- a. The bidder shall agree and understand that such workshops may be held anywhere in the State of Missouri. However, some training may take place in state facilities located in Jefferson City, St. Louis, Kansas City and Springfield.
 - 1. The scheduling and site location of workshops shall be mutually agreed upon by the requesting state agency and the bidder.
 - 2. If possible, the bidder may consolidate training requests received from groups
 - b. The bidder must develop workshops for an audience composed of supervisory employees designated by MoDOT to determine whether reasonable suspicion exists to require testing.
 - c. The workshops shall cover the physical, behavioral, speech and performance indicators on probable/suspected use of alcohol and/or drugs. Each workshop shall contain topics that meet training requirements specified in the Act.

- d. The bidder is advised that the number of workshop participants is unknown, but may number around 15-30 participants each workshop.
- e. The bidder shall consult with MoDOT in the development of the content of a scheduled workshop. These consultations may be done in person, by telephone, in writing or by mutual agreement of the bidder and MoDOT.
- f. The bidder shall supply all handouts and related materials for each participant at no additional cost to MoDOT. Workshop participants shall be allowed to keep all such materials.
 - 1. Workshop materials must be neatly typed and clearly printed and must identify the time, date and location of the scheduled workshop.
 - 2. The bidder shall obtain copyright permission as necessary for workshop materials.
 - 3. The bidder assumes all liability, legal and otherwise, resulting from the content and presentation of workshop materials.
- g. The bidder must furnish a certificate of workshop completion to each participant who has completed each workshop.
- h. MoDOT shall have the right to cancel a scheduled workshop, without incurring liability, financial or otherwise, by providing the bidder with notice of its intent to cancel at least ten working days prior to the date on which the workshop is scheduled to begin.

2.9.2 The bidder shall develop and design written, photo-ready and reproducible quality educational materials that meet the requirements of 49 CFR 382, Subpart F. The educational material is subject to approval of MoDOT.

- a. At the request of MoDOT, the bidder shall distribute the awareness materials to MoDOT employees holding a CDL.

2.10 Other Personnel Requirements:

2.10.1 At the request of MoDOT, the bidder shall provide copies of reports and/or chain of custody forms to MoDOT in order to monitor the quality assurance of the program

2.10.2 The bidder shall consult with MoDOT regarding any issues/problems involved with the administration of the services specified herein.

2.10.3 The bidder shall understand and agree that MoDOT shall at all times have the right to audit any and all records pertaining to the services specified herein.

2.11 Reporting Requirements:

2.11.1 If requested by the Federal DOT for audit purposes, MoDOT must submit detailed records of their alcohol and drug abuse prevention program to the Federal DOT. Therefore, if requested by MoDOT, the bidder shall provide any necessary information and data to MoDOT.

2.11.2 On a quarterly basis, the bidder must provide statistical test result reports to MoDOT on form OMB #2125-0543, "Drug and Alcohol Testing Management Information System Data Collection." The bidder shall provide the report to MoDOT

- a. The statistical test result reports must be separated by non-federal and federal tests performed.
- 2.11.3 If requested by MoDOT, the bidder shall provide copies of maintenance reports kept on the breath alcohol testing equipment used, including a description of what is checked for and how often maintenance is done.
- 2.11.4 The bidder shall ensure that all reports comply with Federal DOT regulations and shall be retained for the length of time established therein.
- 2.11.5 If remedial training of the bidder's staff is required pursuant to 49 CFR Part 40, the bidder shall notify MoDOT in writing when the training has been completed. At the request of MoDOT, the bidder shall provide training for records for specified staff members.
- 2.11.6 On a quarterly basis, the bidder shall submit a usage report to MoDOT of the services provided for MoDOT during the previous quarter and year-to-date. The bidder must submit the report electronically in a format approved by the MoDOT. At a minimum, the report must contain the number of alcohol and drug tests conducted for pre-employment

2.12 Invoicing and Payment Requirements:

- 2.12.1 Prior to any payments becoming due per the contract, the bidder must submit or must have already submitted a properly completed State Vendor ACH/EFT Application since the MoDOT intends to make contract payments through Electronic Funds Transfer.
 - a. If not already submitted, the bidder needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
http://oa.mo.gov/acct/pdf/files/vendor_input_ach_eftd.pdf
- 2.12.2 The bidder shall submit an electronic invoice to MoDOT. Invoices may be sent to Danielle.Thomas@modot.mo.gov.
- 2.12.3 The bidder shall not invoice more than two times monthly for services provided to MoDOT.
- 2.12.4 The bidder shall be paid in accordance with the firm, fixed prices specified on the Pricing Page of this document for all services performed satisfactorily and in accordance with the contractual requirements specified herein.
- 2.12.5 The bidder shall understand and agree that payment for all supplies and/or services required herein shall be made in arrears.
- 2.12.6 Other than the payments specified above, no other payments or reimbursements shall be made to the bidder for any reason whatsoever.

2.13 Other Contractual Requirements:

- 2.13.1 The original contract period shall be from the date of contract award through two years. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. MoDOT shall have the right, at its sole option, to renew the contract for three (3) additional on-year periods or any portion thereof. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- 2.13.2 If the option for renewal is exercised by MoDOT, the bidder shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. MoDOT does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.13.3 The bidder shall fully coordinate all contract activities with those activities of MoDOT. As the work of the bidder progresses, advice and information on matters covered by the contract shall be made available by the bidder to MoDOT throughout the effective period of the contract.
- 2.13.4 No material or reports prepared by the bidder shall be released to the public without the prior consent of a MoDOT representative.
- 2.13.5 The bidder shall not disclose to third parties confidential factual matters provided by MoDOT except as may be required by statute, ordinance, order of a court or as authorized by MoDOT. The bidder shall notify MoDOT immediately of any request for such information.

3.1 Bid Submission

- 3.1.1 All bids must be received in a sealed envelope clearly marked "Employee Drug and Alcohol Testing."
- 3.1.2 Your sealed bid must be received on or before December 4, 2012, 2:00 PM Local Time at the office of:

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Leann Kottwitz
830 MoDOT Drive
Jefferson City, MO 65109

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Leann Kottwitz
PO Box 270
Jefferson City, MO 65102

- 3.1.3 In addition to pricing, the bidder should supply the following information:
- a. List of bidder's experience in Employee Drug and Alcohol testing during the past twelve (12) months. Such lists should include name, title and telephone number of at least two (2) clients within the past twelve (12) months.
 - b. Name, location, telephone number, fax number and email address of the primary contact person for the bidder.
 - c. Name(s) of all personnel being proposed to provide Employee Drug and Alcohol testing.

3.2 Contract Award and Use of Contracted Services:

- 3.2.1 Contract Awards shall be based on the bidder meeting the business and licensing criteria published as part of this document. However, the right is reserved to reject any and all pricing submittals or award the contracts based on the best interest of MoDOT.
- 3.2.2 MoDOT does not guarantee that a contract award will result in MoDOT using the services provided by the bidder.
- 3.2.3 Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest and best bid.

4. PRICING PAGES

4.1 **Drug and Alcohol Testing** – The Bidder shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>
001	MRO Consultation to DSS during Court Proceedings	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
002	Mobile Specimen Collection and Drug Test for State Agency Employees	\$ _____ per person	\$ _____ per person	\$ _____ per person	\$ _____ per person
003	Five-Panel Drug Screen For State Agency Employees	\$ _____ per test	\$ _____ per test	\$ _____ per test	\$ _____ per test
004	STAT Drug Test for State Agency Employees	\$ _____ per test	\$ _____ per test	\$ _____ per test	\$ _____ per test
005	Drug Specimen Positive Confirmation Test for State Agency Employees	\$ _____ per test	\$ _____ per test	\$ _____ per test	\$ _____ per test
006	Breath Alcohol Test for State Agency Employees	\$ _____ per test	\$ _____ per test	\$ _____ per test	\$ _____ per test
007	Mobile Breath Alcohol				

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>	Third Renewal Period <i>Maximum Price</i>
	Test for State Agency Employees	\$ _____ per person	\$ _____ per person	\$ _____ per person	\$ _____ per person
008	Breath Alcohol Confirmation Test for State Agency Employees	\$ _____ per test	\$ _____ per test	\$ _____ per test	\$ _____ per test
009	MRO Test Results Review for State Agency Employees	\$ _____ per review	\$ _____ per review	\$ _____ per review	\$ _____ per review
010	MRO Consultation to State Agency during Court Proceedings	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
011	Use of Substance Abuse Professional (SAP) for State Agency Employees	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
012	Legal Consultation to a State Agency	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
013	Expert Witness Testimony for a State Agency	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
014	Out-of-State Drug and/or Alcohol Testing for a State Agency Employee	\$ _____ per test	\$ _____ per test	\$ _____ per test	\$ _____ per test
015	Training Workshop for a State Agency	\$ _____ per person	\$ _____ per person	\$ _____ per person	\$ _____ per person
016	Education Materials for a State Agency Training Workshop	\$ _____ per person	\$ _____ per person	\$ _____ per person	\$ _____ per person

Signature

Date

EXHIBIT A
BIDDER INFORMATION

The bidder should provide the following information about the bidder's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.
- b. Describe the nature of the Bidder's business, type of services performed, etc. Identify the Bidder's website address, if any.
- c. Provide a list of and a short summary of information regarding the Bidder's current contracts/clients.
- d. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.
- e. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.
- f. Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
- g. Document the Bidder's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the Bidder is a subsidiary, also provide the documentation for the parent company.

EXHIBIT B

CURRENT/PRIOR EXPERIENCE

The bidder should copy and complete this form documenting the bidder and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name or Subcontractor Name: _____	
(if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: <input checked="" type="checkbox"/> Number of Individuals Being Served <input checked="" type="checkbox"/> Total Annual Value/Volume	
Size of Service/Contract (in terms of Bidder's total amount of business)	
Description of Services Performed, such as: <input checked="" type="checkbox"/> Population Served <input checked="" type="checkbox"/> Type of Services Performed <input checked="" type="checkbox"/> Geographic Area Served <input checked="" type="checkbox"/> Bidder's specific duties and strategic objective	
Personnel Assigned to Service/Contract (include position title):	

EXHIBIT C

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to Bidder. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Drug Testing Services	
✓ Alcohol Testing Services	
✓ Related Services	

Approximant Annual Usage for 2011	
Breath Alcohol Testing	350
Post-Accident Testing	34
Pre-Employment Testing	720
Random Testing	166
Mobile Testing	1685
Other Testing	10
Grand Total	2965

COOPERATIVE AGREEMENT NOTICE

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials and supplies that meet the Highway and Transportation Department specifications.

Each bidder is asked to indicate below whether they would be willing to offer **(Drug and Alcohol Testing)** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **(Drug and Alcohol Testing)** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)

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

STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor 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.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

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.
- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM" must be completed and returned with the solicitation documents.
 - b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

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

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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 the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
 - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
 - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit D.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit E.