

**FULL EMPLOYMENT COUNCIL, INC (FEC)**

**REQUEST FOR PROPOSALS  
SECURITY SERVICES  
FOR 1720 AND 1740 PASEO**

**PRE-BID CONFERENCE**

**2:00 PM.**

**Wednesday, May 5, 2021**

**BID DEADLINE:**

**5:00 p.m.**

**Wednesday, May 26, 2021**

**PROPOSALS SHOULD BE ADDRESSED TO:**

**Tirhas Kidane  
Vice President, Chief Financial Officer  
FULL EMPLOYMENT COUNCIL  
1740 PASEO  
KANSAS CITY, MO 64108  
TELEPHONE: (816) 471-2330 EXT. 1249**

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## PUBLIC NOTICE

The Full Employment Council, Inc. (FEC) will receive Proposals for:

### **SECURITY SERVICES**

Copies of the RFP may be obtained at: the Full Employment Council, 1740 Paseo Blvd., Kansas City, MO 64108; by contacting Tirhas Kidane, Vice President, Chief Financial Officer, at 816-471-2330, ext. 1249; or can be downloaded at [www.kcvworks.org](http://www.kcvworks.org). To be considered, one (1) original and three (3) copies of a proposal must be received and stamped by FEC no later than 5:00 p.m., Wednesday, **May 26, 2021** to the **Attention: Tirhas Kidane, Vice President, Chief Financial Officer, Full Employment Council, Inc., 1740 Paseo Blvd., Kansas City, MO 64108.**

The Full Employment Council reserves the right to reject any or all proposals, to take any or all proposals under advisement, or to accept any proposals as may be deemed in its interest as meeting the standards of best and lowest proposal. **A pre-bid conference will be held via Zoom on Wednesday, May 5, 2021 at 2:00 pm. All interested parties are encouraged to attend.**

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**REQUEST FOR PROPOSALS  
SECURITY SERVICES**

Dear Sir / Madam:

You are invited to submit a proposal to provide comprehensive SECURITY services for the Full Employment Council, Inc. (FEC). The FEC is a not-for-profit Missouri Corporation administering the Workforce Innovation & Opportunity Act in Service Delivery Areas 3 and 12.

**PROPOSAL DEADLINE**

Sealed proposals must be received no later than **5:00 p.m., Monday, May 26, 2021** by the FEC at 1740 Paseo, Suite D, Kansas City MO 64108. Late proposals will not be considered.

**PROPOSAL SPECIFICATIONS**

Proposals must be submitted according to bid specifications contained in Attachments.

**CONTRACT PERIOD**

The electrical services contract awarded to a successful bidder will be for a period of one year starting on or around October 1st, 2021 through September 30, 2022 and may be renewed at the discretion of FEC in one-year increments at the end of the contract period.

**Option to Renew**

The FEC reserves the right to extend or renew the contract for two years in one-year periods. Any decision made regarding renewing the contract for any extended period of time rests solely with the FEC. Prices may be negotiated for the subsequent year not to exceed an increase of three percent of the initial year's negotiated contract amount.

This request for proposal is not to be construed as a contract or commitment of any kind. The Full Employment Council, Inc., reserves the right to accept, reject or negotiate the terms of any proposals submitted in response to this request.

## I. GENERAL INFORMATION

### A. Purpose

This "Request for Proposal" is to solicit proposals for the provision of SECURITY services for the Full Employment Council, Inc.

### B. Description of Entity

The Full Employment Council, Inc. the Kansas City & Vicinity and Eastern Jackson County Workforce Development Boards re partners in an integrated workforce system that have agreed to co-location of services, client referral and joint research sharing. WE have major partners of the integrated workforce system as required under the United States Department of Labor's Workforce Innovation and Opportunity Act.

### C. Who May Respond

Only established SECURITY providers may respond to this RFP. (Established is defined as having been in business for at least two consecutive years with verifiable accounts.)

### D. Instructions on Proposal Submission

#### 1. Closing Submission Date

Sealed proposals (1 original, 3 copies) must be received no later than 5:00 p.m. central time, Wednesday, May 26, 2021 by FEC at 1740 Paseo, Kansas City, MO 64108. Late proposals will not be considered.

#### 2. Condition of Proposal

All costs incurred in the preparation of proposals in response to this RFP will be the responsibility of the Offeror and will not be reimbursed by the Full Employment Council, Inc.

#### 3. Your proposal should be addressed as follows:

Tirhas Kidane  
Vice President, Chief Financial Officer  
Full Employment Council, Inc.  
1740 Paseo  
Kansas City, MO 64108

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Offeror’s proposal must be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal  
 5:00 p.m., Wednesday May 26, 2021  
**SEALED PROPOSAL**  
**For SECURITY Services**

**E. Right to Reject**

The Full Employment Council, Inc. reserves the right to reject any and all proposals received in response to the RFP. A contract for the accepted proposal will be based upon the factors described in the RFP.

**F. Prevailing Wage**

The company selected to provide ELECTRICAL maintenance services, in accordance with this request for proposals, must pay any employees working on this contract at a rate equal to or greater than the prevailing wage for the Kansas City, Missouri area. This information can be found at the Bureau of Labor Statistics. The rates below are from the Bureau of Labor Statistics, Occupational Employment Statistics, May 2019 State Occupational Employment and Wage Estimates, Missouri: [http://www.bls.gov/oes/current/oes\\_mo.htm#51-0000](http://www.bls.gov/oes/current/oes_mo.htm#51-0000).

33-9032 Security Guards

Guard, patrol, or monitor premises to prevent theft, violence, or infractions of rules. May operate x-ray and metal detector equipment.

Occupation code	Occupation title (click on the occupation title to view an occupational profile)	Group	Employment	Employment RSE	Employment per 1000 jobs	Location quotient	Median hourly wage	Mean hourly wage	Annual mean wage	Mean wage RSE
33-9032	<u>Security Guards</u>	detail	17,330	4.3%	6.144	0.80	\$15.89	\$18.83	\$39,160	2.8%

**G. Small and/or Minority-Owned Businesses**

Efforts will be made by the Full Employment Council, Inc. to contract with small and/or minority-owned businesses licensed to do business in the state of Missouri when considered feasible.

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**H. Compliance with Missouri Revised Statute § 285.530(1)**

The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

Further, FEC has entered into a Memorandum of Understanding with a Federal Work Authorization Program, E-Verify, a copy of which is attached to this RFP. (Attachment 4)

Bidder hereby certifies that it does not knowingly employ any unauthorized aliens to perform work within the state of Missouri, as prohibited by Missouri Revised Statute § 285.530(1).

Additionally, Bidder understands that if its bid is selected, Bidder's contract with FEC will affirmatively state that Bidder is not knowingly in violation of Missouri Revised Statute § 285.530(1) and shall not henceforth be in such violation, and Bidder will be required to sign a sworn affidavit under the penalty of perjury attesting to the fact that its employees are lawfully present in the United States.

Bidder further understands that FEC shall not be liable for any loss, liability, or claim arising out of Bidder's employment of an unauthorized alien.

**I. E-Verify Eligibility Verification System**

On June 6, 2008, President Bush issued Executive Order 13465, "Economy and Efficiency in Government Procurement through Compliance with Certain Immigration and Nationality Act provisions and the Use of an Electronic Employment Eligibility Verification System." The order mandates that all federal agencies that enter into contracts shall require, as a condition of each contract, that

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the contractor agrees to use an electronic employment eligibility verification system designated by the Department of Homeland Security (DHS) to verify all new employees and all persons assigned by the contractor to perform work within the United States on the federal contract. On June 9, 2008, DHS designated E-Verify as the system to be used in carrying out the order. For more information on E-Verify, go to [www.uscis.gov](http://www.uscis.gov).

**J. State of Missouri Vendors**

Efforts will be made by the Full Employment Council, Inc. to utilize businesses that are licensed to do business in the State of Missouri.

**K. Nondiscrimination and Labor Standards**

As a condition to the award of financial assistance under WIOA from the Department of Labor, the Contractor assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act of 1998, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

(a) The Contractor shall comply with:

- (1) 29 U.S.C. 1551 and 1557, which sections are incorporated herein by this reference as if fully rewritten, and covenants that no person with responsibilities in the operation of any program under WIOA shall discriminate with respect to any program participant, any applicant for participation in such program, or deny employment in the administration of such program because of race, color, religion, sex, national origin, age, disability or political affiliation or belief, and as appropriate, citizenship.

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- (2) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d)); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (e)); and Executive Orders 11246 and 11375, which are incorporated herein by this reference as if fully rewritten, and covenants that no person in the United States shall, on the grounds of race, color or national origin, be subjected to discrimination under any program or activity for which the Contractor herein receives federal financial assistance. The Contractor shall immediately take any measures necessary to effectuate this requirement.
- (3) The Fair Labor Standards Act of 1963, as amended, (29 U.S.C. 201-219), which is incorporated herein by this reference as if fully rewritten and covenants that the Contractor shall not practice wage differentiation in employment based on sex and to include the minimum and maximum hours provisions as they apply to hospital and educational institution employees of state and local governments. It shall comply with the Missouri Child Labor Law (294 RSMO 1978), which is incorporated herein by this reference as if fully rewritten.
- (4) The Age Discrimination in Employment Act of 1967 (29 U.S.C. 621), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not discriminate against employees or job applicants between the ages of forty and seventy years.
- (5) The Age Discrimination in Employment Act of 1975 (42 U.S.C. 6102), which is incorporated herein by this reference as if fully rewritten, and covenants that the Contractor shall not exclude from participation, in any program or activity, deny a benefit of, or subject to discrimination, any person in the United States on the basis of age.
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 793-794) and the Vietnam Era Veterans Readjustment Act of 1974 (38 U.S.C. 2012-1014), which are incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate in an employment situation against mentally or physically handicapped or disabled persons or veterans, if such individuals are capable of performing the work involved in the employment situation.

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- (7) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683), which is incorporated herein by this reference as if fully rewritten, which provides that no person shall, on the basis of sex, be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination under any education or training program or activity receiving financial assistance from the Department of Labor.
  - (8) 29 CFR 34.20, which is incorporated herein by this reference as if fully rewritten, and covenants that it shall not discriminate and it shall provide equal opportunity.
  - (9) The Americans with Disabilities Act of 1990, Public Law 101-336 and the Non-traditional Employment for Women Act of 1991 and associated Code of Federal Regulations published in the Federal Register, as applicable to the entity directly or indirectly as recipients of contracted funds from the State of Missouri.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or physical or mental disabilities; provided, however, in the instance of a person who is disabled that the person's disability does not prevent that person from doing the job that person would be hired to perform. Affirmative action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the One-Stop Operator's EEO Officer setting forth the provisions of this non-discrimination clause.
- (c) If fifty (50) or more persons are employed by the Contractor, the Contractor shall develop and implement a written Affirmative Action Plan to institute the assurances of paragraphs (a) and (b) above. The Plan shall include: (1) a utilization analysis (2) goals and timetables, and (3) action-oriented programs. The Contractor agrees to comply with any requirements for changes to Plan required by the One-Stop Operator/Fiscal Agent in accordance with applicable law and WIOA Regulations.

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If fewer than fifty (50) persons are employed by the Contractor, the Contractor shall implement a written affirmative action policy that includes the assurances of paragraphs (a) and (b) above.

- (d) The Contractor shall, in all solicitations or advertisements for employment places by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or condition or physical or mental disability, provided, however, in the instance of a disabled person, that the person's disability does not prevent that person from doing the job that person would be hired to perform.
- (e) The Contractor covenants that this agreement is subject to the Missouri Discriminatory Employment Practices Act, codified as Sections 296.010 to 296.070 of the Revised Statutes of Missouri.
- (f) The Contractor covenants that this agreement is subject to the Missouri State Law providing equal pay for women as codified in Sections 290.400 to 290.450 of the Revised Statutes of Missouri.
- (g) The One-Stop Operator/Fiscal Agent shall have the authority to require the Contractor to take corrective and/or remedial action if the Contractor violates the nondiscrimination and equal opportunity provisions. If the Contractor fails to take the required action, the One-Stop Operator/Fiscal Agent shall have the authority to impose such sanctions as are necessary to end the discrimination in accordance with Section 164 of the Act. The Contractor shall further notify its subcontractor, if any, of the applicability of this paragraph to all the Contractor's subcontractors.

**L. Assignment**

The Offeror agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the contract of any right, title, obligation or interest it may have therein.

**M. Non-responsive proposals**

Proposals will be judged non-responsive and removed from further consideration if any of the following occur:

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- a) The proposal is not received on time in accordance with the terms of this RFP.
- b) The proposal does not follow the specified format.
- c) The proposal does not include the Certificate of Insurance and Assurances.
- d) The proposal is not adequate to form a judgment by the reviewer.

**N. Review of Proposals and Evaluation Criteria**

FEC assigns a committee that will evaluate the proposals. A point formula will be used during the review process to score proposals. If several proposals are very closely ranked, FEC may arrange for oral discussions to assist in making the selection.

Proposals will be evaluated using the state standard set of evaluation criteria as listed below. Contractors meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represents the principal selection criteria that will be considered during the evaluation process:

- Price
- Experience and reputation
- Quality
- Safety record
- Proposed personnel
- Financial capability in relation to the size and scope of the project
- Other relevant factors

**O. Notification of Award**

It is expected that a decision selecting the successful bidder will be made within two (2) weeks of the closing date for the receipt of proposals. Proposals will be evaluated by the Selection Committee and will be recommended to the appropriate authority for approval. Upon conclusion of final negotiations with the successful firm, all Offerors submitting proposals in response to this Request for Proposals will be informed, in writing, of the decision.

It is expected that the contract shall be for up to three years commencing on or about October 1st, 2021 with the option to renew the contract each year for a one-year period.

The Full Employment Council, Inc. reserves the right to vary the provisions set forth herein at any time prior to the execution of the contract. The Full Employment Council, Inc. reserves the right, at its sole option, to award more than one contract or split a contract among multiple vendors. The Full Employment Council, Inc. is under no legal requirement to grant a contract based on making this Request for Proposal. However, the Full Employment Council, Inc. reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

**P. Cancellation Terms**

This contract shall remain in effect for the contract period or until terminated by either party by giving written notice of such cancellation. The Vendor must give FEC sixty (60) days written notice prior to cancellation, and must state therein, the reasons for such cancellation. The contract is subject to cancellation, at the option of FEC, for one or all of the following reasons:

- a) Unsatisfactory performance of Contract.
- b) Inability or failure of the Vendor to fulfill any requirements of the Contract.

In the event that FEC should exercise its option to cancel under the above criteria, FEC may cancel the contract with five (5) day's written notice, but shall compensate Vendor for all work performed prior to such cancellation and allow sufficient time for the Vendor to remove any equipment or supplies owned by them.

**Q. Affirmative Action**

This is to notify you that FEC is an equal employment /affirmative action employer. As such we are subject to Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) of 1974, as amended and Section 503 of the Rehabilitation Act of 1973, as amended. These regulations require that we take affirmative action to employ and advance in employment females, minorities, veterans and qualified individuals with disabilities.

**R. Bonding Requirement**

1. A surety document in the form of a cashier's check or bid bond, payable to the FEC in the amount of **One Thousand dollars (\$1,000.00)**, must accompany the submitted proposal and be fully and immediately negotiable

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for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be accepted. This surety document may be forfeited in the event the Bidder fails to comply with the terms and conditions of the RFP and his proposal.

2. The surety document submitted by unsuccessful Bidders will be returned at the time the Notice of award is issued to the successful Bidder or at the end of the 90 day period upon written request by the Bidder.
3. The surety document may, at the sole discretion of the FEC, be returned prior to the 90 day period upon written request by Bidder.
4. The successful Bidder must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the FEC in the amount equal to the lesser of **Five Percent of the projected annual contract amount, or Five Thousand Dollars (\$5,000.00)** indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Bidder's proposal will be returned immediately upon the FEC's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.
5. The successful Bidder's surety document may be forfeited in part or in full if the successful Bidder fails to fully comply with all provisions of the specifications and award or if the contract scope of professional and timely services are not met.
6. The cashier's check or performance bond will be returned following the FEC's inspection of the premises and issuance of a "Certificate of Conditional Acceptance".

**S. Provisions of Summer Youth Employment Opportunities**

Part of the objective of the Full Employment Council, Inc. is to provide employment opportunities for FEC referred youth during the summer. At least one (1) youth shall be employed as a summer intern and referred and certified through FEC between the ages of 16-24 years of age (See Offeror's Assurance Section III).

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**II. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING:**

- 1) Organizational capabilities
- 2) Statement of work (see specifications below)
- 3) Price quote
- 4) Past experience and two references
- 5) Certification
- 6) Ethical Standards Affidavit (**MUST BE NOTARIZED**)
- 7) Conflict of Interest Affidavit (**MUST BE NOTARIZED**)
- 8) Assurances
- 9) Bid/Performance Bond
- 10) Certificate of Liability Insurance
- 11) E-Verification
- 12) Affirmative Action Plan and Diversity Profile (Employee Census)
- 13) Sign and dated debarment form

Failure to follow instructions may cause the proposal to be deemed non-responsive. It is the responsibility of the Offeror to ensure that the Full Employment Council, Inc. receives the proposal by the date and time specified above.

**Late proposals will not be considered and will be returned unopened.**

### **III. CERTIFICATIONS ON BEHALF OF THE OFFEROR:**

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
- B. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
- C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted in the proposal have not been knowingly disclosed by the Offeror, prior to an award, to any other Offeror or potential Offeror.
- E. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal.
- F. The individual signing certifies that the Offeror, and/or the business entity has not been debarred or suspended from doing work or conducting business with any federal, state or local government.
- G. The individual signing agrees to abide by the Offeror assurance.
- H. Provisions of Summer Youth Employment Opportunities  
Part of the objective of the Full Employment Council, Inc. is to provide employment opportunities for FEC referred youth during the summer. At least one (1) youth shall be employed as a summer intern and referred and certified through FEC between the ages of 16-24 years of age

### **IV. OFFEROR'S ASSURANCES**

If awarded, the applicant assures that:

The Contracting Agency assures that it and its subrecipients will establish in accordance with WIOA Section 184, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of and accounting for funds made available by the Contract Agreement.

The Contracting Agency assures that it and its subrecipients will comply with the requirements of the common rule Uniform Administrative Requirements (or as amended) applicable to the type entity receiving WIOA Title I funding under this agreement.

- 29 CFR, Part 97 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; or
- 29 CFR, Part 95 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations.

The Contracting Agency assures that it and its subrecipients will comply with the federal allowable costs/cost principles that apply to the type entity receiving WIOA Title I funding under this Contract Agreement. The regulations at 29 CFR 95.27 and 29 CFR 97.22 (and 20 CFR 667.200(c)(1-5) identify the federal principles for determining allowable costs.

The Contracting Agency assures that it and its subrecipients will comply with restrictions regarding Lobbying codified at 29 CFR Part 93.

The Contracting Agency assures that it and its subrecipients will comply with requirements for a Drug Free Workplace codified at 29 CFR Part 98.

The Contracting Agency assures that it and its subrecipients will comply with requirements for Debarment and Suspension as codified at 29 CFR Part 98.

The Contracting Agency assures that it and its subrecipients will comply with requirements of the Americans with Disabilities Act of 1990 (or as amended) and associated Code of Federal Regulations as applicable to the entity directly or indirectly as recipients of contracted funds from the state of Missouri.

The Contracting Agency assures that it and its subrecipients will comply with Title VI of the Civil Rights Act of 1964, as amended, and implementing regulations at 29 CFR part 31, which prohibit discrimination and require provision of equal opportunity on the basis of race, color, or national origin.

The Contracting Agency assures that it and its subrecipients will comply with Section 504 of the Rehabilitation Act of 1973, as amended (including amendments made by the Americans with Disabilities Act Amendments Act of 2008), and U.S. Department of Labor's implementing regulations at 29 CFR part 32, which prohibit discrimination and require provision of equal opportunity on the basis of disability.



The Contracting Agency assures that it and its subrecipients will comply with Title IX of the Education Amendments of 1972, as amended, and implementing regulations at 29 CFR part 36, which prohibit discrimination and require provision of equal opportunity on the basis of sex in education and training programs.

The Contracting Agency assures that it and its subrecipients will comply with Age Discrimination Act of 1975, as amended, and implementing regulations at 29 CFR part 35, which prohibit discrimination and require provision of equal opportunity on the basis of age, but permit certain distinctions based on or related to age.

The Contracting Agency assures that it and its subrecipients will comply with the Privacy Act of 1975, as amended.

The Contracting Agency assures that it and its subrecipients will comply with Nondiscrimination and Equal Opportunity provisions codified at 29 CFR Part 37.

In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contracting Agency and its subrecipients shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal money;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

The Contracting Agency assures that it and its subrecipients will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other non-discrimination statute(s) which may apply to the application.

The Contracting Agency assures that it and its subrecipients will comply with the Requirements of Titles

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II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

The Contracting Agency assures that it and its subrecipients will comply with provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The Contracting Agency assures that it and its subrecipients will comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

The Contracting Agency assures that it and its subrecipients will comply as applicable, with the Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

The Contracting Agency assures that it and its subrecipients will comply with Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P. L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

The Contracting Agency assures that it and its subrecipients will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Contracting Agency assures that it and its subrecipients will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).

The Contracting Agency assures that it and its subrecipients will comply with P.L. 93-348

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regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

The Contracting Agency assures that it and its subrecipients will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

The Contracting Agency assures that it and its subrecipients will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

26. The Contracting Agency assures that it and its subrecipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

The Contracting Agency assures that it and its subrecipients will annually monitor and resolve monitoring findings of subrecipients receiving funds under WIOA Title I. Such monitoring shall be done in accordance with WIOA Section 184(a)(4), 20 CFR 667.400, 20 CFR 667.410, 20 CFR 667.500 and additional requirements as issued by the Contractor.

The Contracting Agency assures that it and its subrecipients will establish and maintain a procedure for grievances and complaints according to the requirements of 20 CFR 667.600 and additional requirements as issued by the Contractor.

The Contracting Agency assures that it and its subrecipients shall not use funds received under WIOA to displace any currently employed employee or previously laid off employee from the same or substantially equivalent job in accordance with WIOA Section 667.270.

The Contracting Agency assures that it and its subrecipients shall comply with the confidentiality requirements of WIOA Section 136(f)(3).

The Contracting Agency assures that it and its subrecipients will not use funds received under WIOA to assist, promote, or deter union organizing in accordance with WIOA Section 181 (b)(7).

The Contracting Agency assures that it and its subrecipients shall comply with 20 CFR 667.200(g)(1)(2) regarding nepotism.

The Contracting Agency assures that it and its subrecipients will not expend funds provided under WIOA Title I for those activities identified and prohibited in 20 CFR 667.260,

667.262, 667.264, 667.266, 667.268, and 667.270.

The Contracting Agency assures that it and its subrecipients receiving WIOA Title I funds will provide services through the Local Workforce Investment Area Plan that are consistent with the state of Missouri Workforce Investment Plan (or as modified).

The Contracting Agency assures that it and its subrecipients will comply with Public Law 113-76 (Division H, Title I, Section 105) none of the funds appropriated under the heading 'Employment and Training' in the appropriation statute(s) may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133 (codified at 29 CFR Parts 96 and 99). Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

36. The Contracting Agency assures that it and its subrecipients will comply with the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. The Planning Guidance (either the Stand-Alone Planning Guidance at 73 FR 72853 (December 1, 2008) or the Unified Planning Guidance at 73 FR 73730 (December 3, 2008)) and TEGL 10-09 requires states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act and the regulations, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded in whole or in part by the USDOL. In addition, the states are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions established by the Jobs for Veterans Act (38 USC 4215) and TEGL 10-09.

37. The Contracting Agency assures that it and its subrecipients will comply with 285.530 RSMo.

- Pursuant to section 285.530.2, RSMo, the Contracting Agency shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein.

- Pursuant to section 285.530.5, RSMo, neither the Contracting Agency nor any subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
    - a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
    - b. shall not henceforth be in such violation and
    - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.
38. The Contracting Agency assures that it and its subrecipients will comply with Executive Order 04-09. No award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the conditions of Executive 04-09 is met. Reference Department Procurement Authority Delegation and Procedures located at <http://oa.mo.gov/purch/governance.html>.
39. The Contracting Agency assures that it and its subrecipients will expend funds provided by the Contract Agreement in accordance with WIOA, WIOA regulations, USDOL, DWD guidance, and all other applicable federal, state, or local laws.
40. By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Lobbying in accordance with 29 CFR Part 93 and certifies that to the best of his or her knowledge and belief:
- No federal appropriated funds have been paid or will be paid, by or on behalf of the signatory, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the signatory shall complete and submit Standard Form –LLL “Disclosure of Lobbying Activities”, in accordance with its instructions.

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- The signatory shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding a Drug Free Workplace in accordance with 29 CFR Part 98 and certifies that it will or will continue to provide a drug free workplace by:

- (1.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2.) Establishing an ongoing drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The grantee's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance programs;
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3.) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4.) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
  - A. Abide by the terms of the statement;
  - B. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5.) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (4) (B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

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title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

(6.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (B), with respect to any employee who is so convicted:

- A. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- B. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7.) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

By signature of the Contract Agreement, the Contracting Agency provides the following Certification regarding Debarment and Suspension in accordance with 29 CFR Part 98 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Contract Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Contract Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

- Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the Contractor.

## **NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

*Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).*

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation & Opportunity Act of 1998 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency and its subrecipients also assure that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIOA Title I B financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title IB financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

The Contracting Agency assures that it will register in the System for Award Management (SAM) database at [www.sam.gov](http://www.sam.gov), and maintain current registration at all times during the pendency of this Contract Agreement. In order to register in SAM, a valid Dun and

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Bradstreet Data Universal Numbering System (DUNS) Number is required. See [www.dnb.com](http://www.dnb.com).

45. The Contracting Agency assures that it and its subrecipients will comply with the Buy American Notice Requirement. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Investment Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 USC 10a et seq.). See WIOA Section 505—Buy American Requirements.
46. The Contracting Agency assures that it and its subrecipients will comply with Executive Order 13333. This agreement may be terminated without penalty, if the grantee or any subgrantee, or the contracting agency or any subrecipient engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g))
47. The Contracting Agency assures that it and its subrecipients will comply with Special Requirements for Conferences and Conference Space. The Contracting Agency must obtain prior approval from the Contractor before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending contracted funds, signing contracts for space or services, announcing Grantor’s or Contractor’s involvement in any conference, and using Grantor or Contractor official’s name or Grantor’s or Contractor’s name or logo. The Grantor or Contractor retains the right to obtain information from the Contracting Agency about any conference that is funded in whole or in part with contracted funds.
48. Pursuant to Executive Order 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, the Contracting Agency and its subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
49. Pursuant to Executive Order 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Contractors, subcontractors, and recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.

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I hereby certify that I have read and understand the "Assurances and Certifications" of this contract and will comply with the terms as noted above:

\_\_\_\_\_

Signature of Person with Signatory Authority

Date

\_\_\_\_\_

Name (Typed)

Title

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# ATTACHMENT 1

## SCOPE OF WORK

### Staffing

Trained and qualified Security Officers carrying the requisite certifications as stipulated in the bid response will be assigned to the posts, as included in this Statement of Work. The assignments will be made to specific locations. Issues related to any of the assigned locations shall be directed immediately to the contact person designated by FEC.

### Assignments

One (1) armed, uniformed security officers at the Missouri Career Center office located at 1740/1720 Paseo, Kansas City, MO 64108 during the hours of 7:30 am – 5:30 pm, Monday through Friday, with the exception of the major holidays, as listed in this Scope of Work. One (1) armed uniformed security officer on Saturday's from 9:00 am to 5 pm with the exception of major holidays, as listed in this Scope of Work. **Total Bid \_\_\_\_\_ @ \_\_\_\_\_ per Hour**

One (1) armed, uniformed security officer at the Missouri Career Center office located at 15301 E. 23<sup>rd</sup> Street, Independence, MO 64055 during the hours of 7:30 am – 5:30 pm, Monday through Friday, with the exception of the major holidays, as listed in this Scope of Work. **Total Bid \_\_\_\_\_ @ \_\_\_\_\_ per Hour**

One (1) armed, uniformed security officer at the Missouri Career Center office located at 6025 Prospect, MO 64130 during the hours of 7:30 am – 5:30 pm, Monday through Friday, with the exception of the major holidays, as listed in this Scope of Work **Total Bid \_\_\_\_\_ @ \_\_\_\_\_ per Hour**

Note: This schedule is based on a 365-day year, excluding the holidays included herein. There is also a potential for the number of officers assigned to the location above to be increased based upon a future increase of the volume of activities at each location. Please indicate the Contractor's ability to address such an increase. Please include the following:

1. Contractor hourly rate for additional Officers as needed throughout the contract year for designated periods and/or the addition of one or more officers to be used at a specified location on a full time basis.
2. The amount of advance notice required to meet this staffing demand.

## Services

1. The Security Officers shall be courteous in the performance of their duties, shall exercise patience and discretion, and shall not engage in argumentative discussions regardless of provocation. Security Officers shall not use coarse, violent profane, insolent, or sarcastic language or gestures and shall not express or by word or deed indicate prejudice concerning race, religion, politics, national origin, age, lifestyle, or other personal or group characteristics.
2. The Security Officers primary duty is to oversee the safety of the FEC/Missouri Career Center staff and the general public.
3. The Security Officers at all locations are expected to make security checks every hour  
Security checks will include:
  - A. Patrolling Facility between the hours of 7:30 am – 5:30 pm to secure doors, check all rooms to identify any unauthorized activity and unlocking respective rooms for FEC/ Missouri Career Center staff and patrol parking lot to ensure safe arrival.
  - B. Conduct hourly security checks to ensure staff is parking in the correct location; identify any staff/customers that are parked in handicapped parking.
    1. 7:45a-8:00a check building and parking lots.
    2. 8:00-9:15a unlock doors and check all rooms for unauthorized activity.
    3. 9:15a-10:35 on post at front door
    4. 10:35-12:00 check building, all bathrooms and parking lots
    5. 12:00-1:00p lunch or at security guards discretion
    6. 1:00p-1:15p check parking lots
    7. 1:15p-1:35p check building and all bathrooms
    8. 1:35p-3:35 on post at front door
    9. 3:35-3:55p check building and all bathrooms
    10. 3:55p- 5:00p on post at front door
    11. 5:00p-5:30p lock front door and patrol parking lots
  - C. Officers shall document all parking violations by:
    1. Recording tag numbers of cars parked illegally.
    2. Reporting violators to Customer Service Manager to alert staff or respective department to prevent violator from being towed and to reserve parking for customers.
  - D. Looking for potential hazards.
  - E. Report any suspicious activities.

5. The Security Officers shall be permitted to suspend patrol or other routine activities for meals subject to immediate call at all times. Security Officers may take their lunch in the FEC/Missouri Career Center break room at their discretion.
6. **Security Officers are expected to take appropriate actions in situations where clients become overly aggressive, belligerent, or threaten the safety of Missouri Career Center staff, persons or other clients.**
7. The Security Officers will be responsible for assisting management and taking actions in resolving any fighting, interventions, infractions or any reasonable cause of threats that may cause harm to the Missouri Career Center staff persons or to other clients.
8. Any issues in regards to altercations or confrontations caused by customers/clients that involve FEC or Missouri Career Center Staff must be reported to Customer Service Manager.
9. Any misconduct or inappropriate behavior that may warrant a request to discontinue the client/customer from future service at FEC/Missouri Career Center must submit request to the Customer Service Manager for an immediate review.
10. The Security Officers are expected to remain visible, alert and accessible while on duty, without distraction of television, computers, cell phones, hand held video Games, MP3 players, reading material or other items that could distract the Security Officer from the post.
11. The Security Supervisor shall notify the Customer Service Manager and/or Human Resource Manager when new security guards will be sent to any Missouri Career to ensure the proper training is provided.
12. The Security Supervisor shall meet with the Customer Service Manager and Functional Managers quarterly to ensure the security staff is adhering to security Protocol.
13. The Security officers must submit a daily activity report and weekly incident logs as needed (See Attached forms) to the Customer Service Manager by COB every Friday.

### **Contractors Profile and Qualifications**

The following information should be included:

1. A description of the Contractor, including office size; whether the organization is local, regional, national, or international in operations; the number of professional staff by level; and a description of the range of activities performed by the local office. Also include proposed organization structure that would support security services.

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- a. Security Officer
  - b. Security Supervisor
  - c. Account Operations Manager
  - d. Area Operations Manager
2. Resumes of all consultants who would be involved in the project.
  3. A statement of the Contractor's experience in:
    - a. Extensive training for security guards and patrols
    - b. First-hand knowledge of appropriate response to a full range of safety and emergency/crisis issues.
    - c. Expert knowledge about school safety and emergency issues
    - d. Extensive background in assisting clients with specific safety concerns

### **Standard Terms and Conditions**

A supplier understands that they will be expected to comply with the following terms and conditions if awarded a contract. The language below is subject to change to reflect provisions of an actual contract and are provided herein for informational purposes only.

#### **1. TERMINATION**

The contract may be terminated prior to the expiration of the term hereof as follows:

- a. By FEC upon 3 days notice to the Provider if the work is not provided in a satisfactory and proper manner as determined by FEC;
- b. By mutual written agreement of the parties;
- c. Subject to the availability of funding
- d. By FEC without cause, upon thirty (30) days prior written notice to the Provider; or

In the event the contract is terminated because of a violation or breach of the contract terms by the Provider, FEC shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

#### **2. RELATIONSHIP OF THE PARTIES**

It is understood and agreed that Provider is a separate legal entity from FEC and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of FEC. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Contract, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in the Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

**3. NO WAIVER OF IMMUNITY**

FEC does not waiver or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.

**4. AUTHORIZATION OF CONTACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and this Contract constitutes a valid and enforceable obligation of such party according to its terms.

**5. NO WAIVER**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach. No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**6. NO ASSIGNMENT**

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

**7. SECTION HEADINGS**

The headings of sections contained in this Contract are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Contract.

**8. GOVERNING LAW**

This Contract is made in Missouri and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Jackson County, Missouri, for any action under this Contract.

Provider shall comply with executive order 11246, entitled "Equal Employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean

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Air Act (42 USC 1857 (a)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CRF, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans or facilities included on the EPA list of violating facilities. Violations shall be reported to the Missouri Department of Natural Resources (DNR) and to the USEPA Assistant Administrator for Enforcement (EN-329).

**9. ORIGINALS**

This Contract is executed in three (3) counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same instruments.

**10. REPORTS**

FEC and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of FEC.

**11. INDEMNITY**

Provider shall hold FEC and its past and present and future trustees, officers and employees harmless and shall indemnify all such parties against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of Provider and its agents, employees, and subcontractors done in connection with this Contract.

Nothing in this Contract shall be construed to create a claim or cause of action against FEC for which it is not otherwise liable, nor to waive any immunity or defense to which FEC may be entitled nor to create an impermissible deficiency debt of FEC.

**12. CRIMINAL HISTORY BACKGROUND CHECK**

Provider agrees to provide assurance that all employees, subcontractors and volunteers of the Provider who work on any FEC campus have been fingerprinted, complying with FEC's current policy pertaining to criminal histories. All new hires and terminations made by the Provider must be coordinated with the FEC Human Resources department.

**13. RELEASE OF INFORMATION**

Unless required by law, the existence and terms of this Contract may not be disclosed by Provider to any third party without the prior written consent of FEC. Provider may not publish or use any publicity materials relating to this Contract or use FEC's name without the consent of FEC.



#### **14. RECORDS RETENTION AND AUDITS**

FEC or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Missouri, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Missouri and its duly authorized representatives.

#### **15. BUSINESS ETHICS**

During the course of pursuing contracts, and the course of contract performance, Provider will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of FEC, its authorized agents and representatives, or to family members of any of them.

At any time Provider believes there may have been a violation of this obligation, Provider shall notify FEC of the possible violation. FEC is entitled to request a representation letter from Provider, its subcontractors or vendors at any time to disclose all things of value passing from Provider, its subcontractors or vendors to FEC's personnel or its authorized agents and representatives.

#### **16. CONFIDENTIAL & PROPRIETARY INFORMATION**

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for the performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar

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nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required Disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

#### **17. DATA AND PROPRIETARY RIGHTS**

All work, as defined under this contract, shall be deemed "Work Made for Hire" as defined by the United States Copyright Law, and FEC retains for itself sole ownership of all proprietary right in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the work.

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read attached instructions which are an integral part of the certification)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

Date

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Partied Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and /or debarment.

## PROPOSAL COVER SHEET & AUTHORIZING RESOLUTION

Name of Applicant (dba): \_\_\_\_\_

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

Contact Person & Title: \_\_\_\_\_

Telephone & Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date/State of Incorporation or established business: \_\_\_\_\_

### **Attach following documents:**

- Copy of Articles of Incorporation
- Signed and Dated Assurances
- Budget/Cost Information
- List of References with Telephone Numbers
- Most Recent Audit
- Certificate of Liability Insurance
- E-Verify
- Affirmative Action Plan (Workforce Diversity Census)
- Bid/Performance Bond
- Ethical Standards Affidavit (**MUST BE NOTARIZED**)
- Conflict of Interest Affidavit (**MUST BE NOTARIZED**)
- Signed and Dated Debarment Form

**ETHICAL STANDARD AFFIDAVIT**

**Must be Notarized**

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

And further, contractor sayeth not.

Print name of bidder: \_\_\_\_\_ Signature \_\_\_\_\_

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**CONFLICT OF INTEREST AFFIDAVIT  
(MUST BE NOTARIZED)**

The advertisement for bids (and proposals) shall do all of the following:

State that the bid shall be accompanied by a sworn and notarized statement disclosing any familiar relationship that exists between the owner or any employee of the bidder and any member of the board, or board of directors, or chief executive officer that does not include this sworn and notarized disclosure statement.

**CHECK ONE OF THE TWO BOXES BELOW**

- List and describe all existing Conflicts of Interest. (Attach an additional page if necessary)

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- To the best of my knowledge, no conflict of interest exists.

Print name of bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_



**NOTARY** – State of \_\_\_\_\_  
County of \_\_\_\_\_

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

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## **E-VERIFICATION**

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