



## NOTICE OF CONTRACT AMENDMENT

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

B3Z15175

<b>CONTRACT NUMBER</b> C315175001	<b>CONTRACT TITLE</b> Trash Collection Services
<b>AMENDMENT NUMBER</b> 001	<b>CONTRACT PERIOD</b> June 1, 2016 through May 31, 2017
<b>REQUISITION/REQUEST NUMBER</b> NR 931 YYY16708197	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 7608396120 6
<b>CONTRACTOR NAME AND ADDRESS</b> ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST LLC 31226 INTREPID PO BOX 247 MACON, MO 63552	<b>STATE AGENCY'S NAME AND ADDRESS</b> Department of Corrections Moberly Correctional Center PO Box 7, Business Route 63 South Moberly, MO 65270
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  Contract C315175001 is hereby amended pursuant to the attached amendment #001, dated 5/12/16.	
<b>BUYER</b> Molly Hurt	<b>BUYER CONTACT INFORMATION</b> Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 6-14-16
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING  
CONTRACT RENEWAL

AMENDMENT NO.: 001  
CONTRACT NO.: C315175001  
TITLE: Trash Collection Services  
ISSUE DATE: 04/11/16

REQ NO.: NR 931 YYY16708197  
BUYER: Molly Hurt  
PHONE NO.: (573) 751-8900  
E-MAIL: [molly.hurt@oa.mo.gov](mailto:molly.hurt@oa.mo.gov)

TO: ADVANCED DISPOSAL SERVICES SOLID  
WASTE MIDWEST LLC  
31226 INTREPID PO BOX 247  
MACON, MO 63552

RETURN AMENDMENT BY NO LATER THAN: 04/25/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	<a href="mailto:molly.hurt@oa.mo.gov">molly.hurt@oa.mo.gov</a>
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Department of Corrections  
Moberly Correctional Center  
PO Box 7, Business Route 63 South  
Moberly, MO 65270

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC
MAILING ADDRESS	PO BOX 247
CITY, STATE, ZIP CODE	MACON, MO 63552

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC
IRS FORM 1099 MAILING ADDRESS	PO BOX 247
CITY, STATE, ZIP CODE	MACON, MO 63552

CONTACT PERSON		EMAIL ADDRESS	
CASSIA REYNOLDS		<a href="mailto:cassia.reynolds@advanceddisposal.com">cassia.reynolds@advanceddisposal.com</a>	
PHONE NUMBER		FAX NUMBER	
800-778-7652		660-773-6690	
TAXPAVER ID NUMBER (TIN)	TAXPAVER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)	
76-0839612	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	7608396120 6	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
<i>Cassia Reynolds</i>		5/12/16	
PRINTED NAME		TITLE	
CASSIA REYNOLDS		CUSTOMER SERVICE MANAGER	

**AMENDMENT #001 TO CONTRACT C315175001**

**CONTRACT TITLE:** Trash Collection Services

**CONTRACT PERIOD:** June 1, 2016 through May 31, 2017

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

**The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.**

All other terms, conditions and provisions of the contract shall remain and apply hereto.

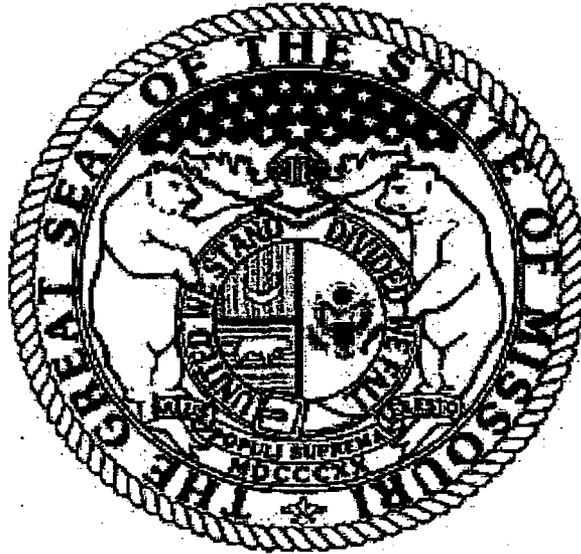
The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

**NOTE:** The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

**PRICING PAGE**

**Trash Collection Services:**

Line Item	Description	First Renewal Period <i>Firm, Fixed Price</i>
<b><u>Price Per Month for Trash Receptacle</u></b>		
001	Thirty-four (34) cubic yard capacity roll-off, self-contained, trash compactor	\$ <u>330.00</u> Per month
<b><u>Price Per Trash Collection</u></b>		
002	Trash Collection	\$ <u>738.39</u> Per collection



**State of Missouri**  
**OFFICE OF ADMINISTRATION**

Division of Purchasing  
Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

**Hurt, Molly**

---

**From:** Lambert, Beth  
**Sent:** Thursday, June 09, 2016 11:23 AM  
**To:** Hurt, Molly; Rees, Jennie  
**Cc:** Dennis, Joanna  
**Subject:** RE: Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Pricing is okay, please proceed with renewal.

Thanks!

**Beth Lambert, Procurement Officer II**  
Missouri Dept. of Corrections, Central Office  
Fiscal Management Unit, Purchasing  
2729 Plaza Dr., Jefferson City, MO  
Phone - 573-526-6494  
Fax - 573-522-1562  
[Beth.Lambert@doc.mo.gov](mailto:Beth.Lambert@doc.mo.gov)

---

**From:** Hurt, Molly  
**Sent:** Monday, June 06, 2016 12:09 PM  
**To:** Rees, Jennie  
**Cc:** Lambert, Beth; Dennis, Joanna  
**Subject:** FW: Renewal

Please see the following renewal response from the vendor and advise if it pricing is okay to proceed with the renewal.

Thanks and let me know if you have any questions.

**Molly (Berkbigler) Hurt**

*Buyer II*  
*OA, Division of Purchasing*  
*Phone: (573) 751-8900*  
*Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)*

---

**From:** Thomas Johnston [<mailto:Thomas.Johnston@advanceddisposal.com>]  
**Sent:** Thursday, June 02, 2016 10:34 AM  
**To:** Hurt, Molly  
**Subject:** RE: Renewal

This should have it. Thank you

---

**From:** Hurt, Molly [<mailto:Molly.Hurt@oa.mo.gov>]  
**Sent:** Thursday, June 02, 2016 10:26 AM  
**To:** Thomas Johnston  
**Subject:** RE: Renewal

Is it just not showing up? You can fax the documents if you need too?

## Molly (Berkbigler) Hurt

Buyer II

OA, Division of Purchasing

Phone: (573) 751-8900

Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)

---

**From:** Thomas Johnston [<mailto:Thomas.Johnston@advanceddisposal.com>]

**Sent:** Thursday, June 02, 2016 10:22 AM

**To:** Hurt, Molly

**Subject:** RE: Renewal

Ugh. I will get it right back to you.

---

**From:** Hurt, Molly [<mailto:Molly.Hurt@oa.mo.gov>]

**Sent:** Thursday, June 02, 2016 10:21 AM

**To:** Thomas Johnston

**Subject:** RE: Renewal

I do not see any prices entered

## Molly (Berkbigler) Hurt

Buyer II

OA, Division of Purchasing

Phone: (573) 751-8900

Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)

---

**From:** Thomas Johnston [<mailto:Thomas.Johnston@advanceddisposal.com>]

**Sent:** Thursday, June 02, 2016 10:14 AM

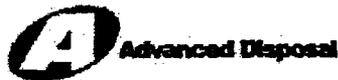
**To:** Hurt, Molly

**Subject:** Renewal

Molly,

This is what was sent back to me so I hope this is everything you need. Thank you

Scott Johnston



31226 Intrepid Rd | Macon | MO 63552

T: 800-778-7852 | F: 660-773-6690 | M: 660-346-0495 | E: [thomas.johnston@advanceddisposal.com](mailto:thomas.johnston@advanceddisposal.com)

Connect with us: [AdvancedDisposal.com](http://AdvancedDisposal.com) [Facebook](#) [Youtube](#)

Clean & Green: Please consider the environment before printing this e-mail

## Hurt, Molly

---

**From:** Thomas Johnston <Thomas.Johnston@advanceddisposal.com>  
**Sent:** Monday, June 06, 2016 9:33 AM  
**To:** Hurt, Molly  
**Subject:** RE: Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Molly,

The reason for the increase is due to landfill increases in June of 2015 and again in February 2016. Our landfill has to maintain a certain standard for safety and environmental protection. Please let me know if you have any questions.  
Thank you

---

**From:** Hurt, Molly [<mailto:Molly.Hurt@oa.mo.gov>]  
**Sent:** Thursday, June 02, 2016 12:15 PM  
**To:** Thomas Johnston  
**Subject:** RE: Renewal

The Division of Purchasing is in receipt of your signed Amendment #001 for the renewal of Contract C35175001 for the Trash Collection Services.

It was noticed that you proposed the full increase amount for the renewal period. The contractor shall understand and agree that any renewal period pricing increase request may result in the state conducting a new procurement for the services. Therefore, before determining the appropriate action, we are requesting that you review your prices and give consideration to a reduction in the prices submitted for the renewal of Contract C315175001. If a reduction is not provided, please submit documentation supporting the increase requested.

Please respond to this email by no later than June 9, 2016.

Thank you for your consideration and feel free to contact me with any questions.

## Molly (Berkbigler) Hurt

*Buyer II*  
*OA, Division of Purchasing*  
*Phone: (573) 751-8900*  
*Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)*

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Buyer II

OA, Division of Purchasing

Phone: (573) 751-8900

Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)

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Buyer II

OA, Division of Purchasing

Phone: (573) 751-8900

Email: [Molly.Hurt@oa.mo.gov](mailto:Molly.Hurt@oa.mo.gov)

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**From:** Thomas Johnston [<mailto:Thomas.Johnston@advanceddisposal.com>]

**Sent:** Thursday, June 02, 2016 10:14 AM

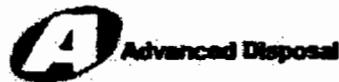
**To:** Hurt, Molly

**Subject:** Renewal

Molly,

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Scott Johnston



31226 Intrepid Rd | Macon | MO 63552

T: 800-778-7652 | F: 660-773-6690 | M: 660-346-0495 | E: [thomas.johnston@advanceddisposal.com](mailto:thomas.johnston@advanceddisposal.com)

Connect with us: [AdvancedDisposal.com](http://AdvancedDisposal.com) [Facebook](#) [Youtube](#)



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NR 931 YXVIL 708 197

Revised 08/17/15

<b>RENEWAL:</b> <u>1</u> <b>PERIOD OF:</b> <u>2</u> <b>TOTAL:</b> _____ <input type="checkbox"/> Renewal - % Increase <input type="checkbox"/> Cost Savings <input checked="" type="checkbox"/> Renewal - \$ Increase <input checked="" type="checkbox"/> Cost Savings <input type="checkbox"/> Renewal - W/O Increase <input type="checkbox"/> SFS Renewal - Prices In Original Contract <input type="checkbox"/> SFS Renewal - Prices Not in Original Contract	Performance Security Deposit: \$ _____ Surety Bond: \$ _____ Annual Wage Order Number: _____ Annual Wage Order Date: _____ County(ies): _____ Other Instructions: _____
<b>EXTENSION PERIOD:</b> <input type="checkbox"/> Extension - 30-Day <input type="checkbox"/> Termination <input type="checkbox"/> Extension - \$ Increase <input type="checkbox"/> Cost Savings <input type="checkbox"/> Extension - W/O Increase <input type="checkbox"/> Assignment <input type="checkbox"/> Cancellation/Termination <input type="checkbox"/> Other Amendment	

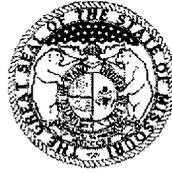
A. Section 34.040.6, RSMo	Buyer/Section Support	PT	4-11-16
B. Purchasing Suspension List	Buyer/Section Support	PT	4-11-16
C. Federal Suspension - SAM.GOV	Buyer/Section Support	OT	4-11-16
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 <sup>st</sup> Renewal - Blind/Shel Wkshp Affdvt	Buyer		
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer		
[Redacted]	Buyer/Section Support	OT	4-11-16
[Redacted]	Buyer	MCH	4-11-16

[Redacted]	Buyer/Section Support		
Contractor E-Mail Address/Fax Number	thomas.johnston@advanceddisposal.com		4-15-16
State Agency Contact E-Mail Address	Beth Lambert Rhonda Kuhler		
Section 34.040.6, RSMo, Letter	Follow-Up Notes: emailed 2nd notice 5-3-16		

A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G. 1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		

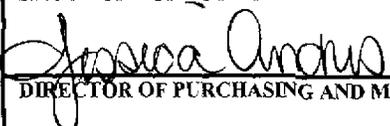
[Redacted]	Buyer/Section Support	MCH	6-14
[Redacted]	Buyer	MCH	6-14-16

[Redacted]	Buyer/Section Support		
AM 300 PMM 000 92288/ m	Buyer/Section Support	OT	6-15-16
Distribute E-Verify & SDV Documents	Buyer/Section Support	OT	6-15-16
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	OT	6-15-16
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support		
[Redacted]	Central Support-Participation		
[Redacted]	Central Support-Imaging		



## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing And Materials Management  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing-materials-management>

<b>SOLICITATION NUMBER</b> B3Z15175	<b>CONTRACT TITLE</b> Trash Collection Services
<b>CONTRACT NUMBER</b> C315175001	<b>CONTRACT PERIOD</b> June 1, 2015 through May 31, 2016
<b>REQUISITION NUMBER</b> NR 931 YYY15708220	<b>VENDOR NUMBER</b> 7608396120 6
<b>CONTRACTOR NAME AND ADDRESS</b> ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST LLC 31226 INTREPID PO BOX 247 MACON, MO 63552	<b>STATE AGENCY'S NAME AND ADDRESS</b> Department of Corrections Moberly Correctional Center PO Box 7, Business Route 63 South Moberly, MO 65270
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The proposal submitted by Advanced Disposal Services Solid Waste Midwest LLC in response to B3Z15175 is accepted in its entirety.	
<b>BUYER</b> Jessica Andres	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:Jessica.Andres@oa.mo.gov">Jessica.Andres@oa.mo.gov</a> Phone: (573) 751- 1567 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 4/9/15
<b>DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT</b>   Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z15175  
TITLE: Trash Collection Services  
ISSUE DATE: February 27, 2015

REQ NO.: NR 931 YYY15708220  
BUYER: Jessica Andres  
PHONE NO.: (573) 751-1567  
E-MAIL: [Jessica.Andres@oa.mo.gov](mailto:Jessica.Andres@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: March 20, 2015 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO: **(U.S. Mail)** DPMM or **(Courier Service)** DPMM  
PO BOX 809 301 WEST HIGH STREET, RM 630  
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

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

Department of Corrections  
Moberly Correctional Center  
PO Box 7, Business Route 63 South  
Moberly, MO 65270

The offeror 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 Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Advanced Disposal Services Solid Waste Midwest LLC	
MAILING ADDRESS 31226 Intrepid Road		IRS FORM 1099 MAILING ADDRESS 31226 Intrepid Road	
CITY, STATE, ZIP CODE Macon, MO 63552		CITY, STATE, ZIP CODE Macon, MO 63552	
CONTACT PERSON Thomas S. Johnston		EMAIL ADDRESS Thomas.Johnston@advanceddisposal.com	
PHONE NUMBER 660.346.0495		FAX NUMBER 660.773.6690	
TAXPAYER ID NUMBER (TIN) <del>76-0839612</del> 39-1933405	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 76083961200 39-1933405-01	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE March 20, 2015	
PRINTED NAME Mary Middleton O'Brien		TITLE Chief Marketing Officer	



# Advanced Disposal



**COLLECTION**



**TRANSPORTATION**



**DISPOSAL**



**RECYCLING**

**A CLEANER, GREENER COMMUNITY IS  
THE NATURE OF OUR BUSINESS.**

**RFP NO: B3Z15175**

**Trash Collection Services for the Moberly Correctional Center**

**SUBMITTED BY:**

**Advanced Disposal Services  
Solid Waste Midwest, LLC**  
(a wholly-owned subsidiary of ADS Waste Holdings, Inc.)

**March 20, 2015 • 2:00 P.M.**

**DPPM**  
301 West High Street, RM 630  
Jefferson City, MO 65101-1517

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268  
Fax: (573) 522-1265  
E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

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## VENDOR NO TAX DUE

ADVANCED DISPOSAL SERVICES SOLID WASTE  
MIDWEST LLC  
90 FORT WADE RD, STE 200  
PONTE VEDRA FL 32081

DATE ISSUED: MARCH 24, 2015  
VALID THROUGH: JUNE 24, 2015

MISSOURI TAX ID NUMBER: 19687923  
FEDERAL IDENTIFICATION NUMBER: 760839612

The Missouri Department of Revenue certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.6, RSMo. and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Department as of March 23, 2015.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DELEGATE  
STATE OF MISSOURI

BY:

A handwritten signature in cursive script that reads "Dwayne Maples".

Dwayne Maples  
Administrator, Business Tax

JB:DU1301

CBN045  
201508300301113

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268  
Fax: (573) 522-1265  
E-mail: [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov)

---

ADVANCED DISPOSAL SERVICES SOLID WASTE  
MIDWEST LLC% JAIME S MARINI  
90 FORT WADE RD, STE 200  
PONTE VEDRA FL 32081

March 24, 2015

RE: MISSOURI TAX ID NUMBER: 19687923  
FEDERAL IDENTIFICATION NUMBER: 760839612

Dear Sir or Madam:

Thank you for contacting the Department of Revenue. This is in response to your request for a Vendor No Tax Due in accordance with House Bill 600, Section 34.040.6 RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, please feel free to contact us at the above address or telephone number.

TAXATION DIVISION

JB:DU1301

Enclosure

CBN045  
201508300301113

Company ID Number: 11815  
Client Company ID Number: 195880

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Advanced Disposal Service, Inc.** (Employer), and **Form I-9 Compliance, LLC** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. *References to the Employer include the Designated Agent when acting on behalf of the Employer.* E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on alien employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

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- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

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period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless

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secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance

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monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - c. Institutions of higher education, State, local and tribal governments and

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sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## E. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## ARTICLE III

### REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the

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photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

### SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

## ARTICLE V

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## PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.



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- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

**Advanced Disposal Service, Inc.** (Employer) hereby designates and appoints **Form I-9 Compliance, LLC** (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out **Advanced Disposal Service, Inc.** (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.



E-VERIFY IS A SERVICE OF DHS

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Client Company ID Number: 195880

Approved by:

**Employer Advanced Disposal Service, Inc.**

\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Designated Agent Form I-9 Compliance, LLC**

**Linda K Donahue**  
\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

**Electronically Signed**  
\_\_\_\_\_  
Signature

**03/06/2009**  
\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**  
\_\_\_\_\_  
Name (Please Type or Print)

\_\_\_\_\_  
Title

**Electronically Signed**  
\_\_\_\_\_  
Signature

**03/30/2009**  
\_\_\_\_\_  
Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 11815  
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**Information Required  
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: Advanced Disposal Service, INC.

Company Facility Address: 7915 Baymeadows Way

Suite 300

Jacksonville, FL 32256

County or Parish: DUVAL

Employer Identification

Number: 593683936

North American Industry  
Classification Systems

Code: 562

Parent Company: \_\_\_\_\_

Number of Employees: 1,000 to 2,499



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**Table of Contents**

**TAB 1: Cover Letter**

**TAB 2: Company Overview & Environmental Integrity**

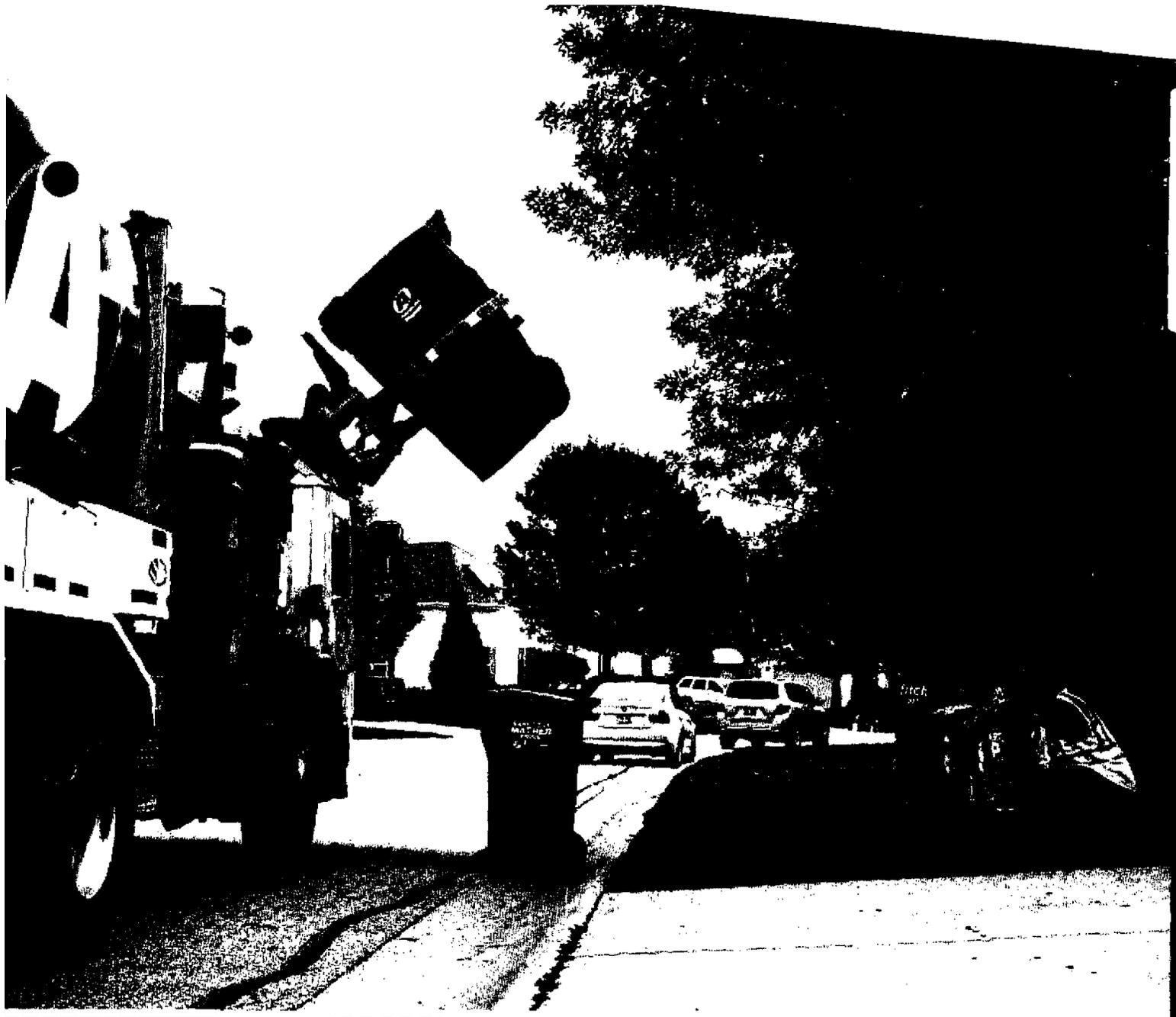
**TAB 3: Proof of Insurance**

**TAB 4: Bid Submittals**

- 1. Company Brochure**
- 2. Certificate of Good Standing**
- 3. Exhibit A – Current/Prior Experience Verification**
- 4. Exhibit B – Miscellaneous Information**
- 5. Exhibit C – Affidavit of Work Authorization**
- 6. Non-Collusive Affidavit**
- 7. Bidder's Representation**

**TAB 5: Pricing**

**Trash Collection Services  
For Moberly Correctional Center**



MAKING THE WORLD A CLEANER PLACE  
**ONE HOUSEHOLD AT A TIME.**





March 20, 2015

DPPM  
301 West High Street, RM 630  
Jefferson City, MO 65101-1517

To Whom It May Concern,

On behalf of Advanced Disposal Services Solid Waste Midwest, LLC, I thank you for the opportunity to submit a bid for your Trash Collection Services Program for the Moberly Correctional Center. The enclosed proposal from Advanced Disposal Services has one overriding goal—to provide exceptional environmental integrity, superior customer service, and measurable economic value to the Moberly Correctional Center.

We are strong stewards of the environment and work with our surrounding neighborhoods to become part of the community. We view our services as vital infrastructure needs that all cities and counties must be able to provide through public-private partnerships, contractual agreements, and the like. Through this bid process, we look forward to fulfilling the scope of work for the Moberly Correctional Center's Trash Collection Services Program.

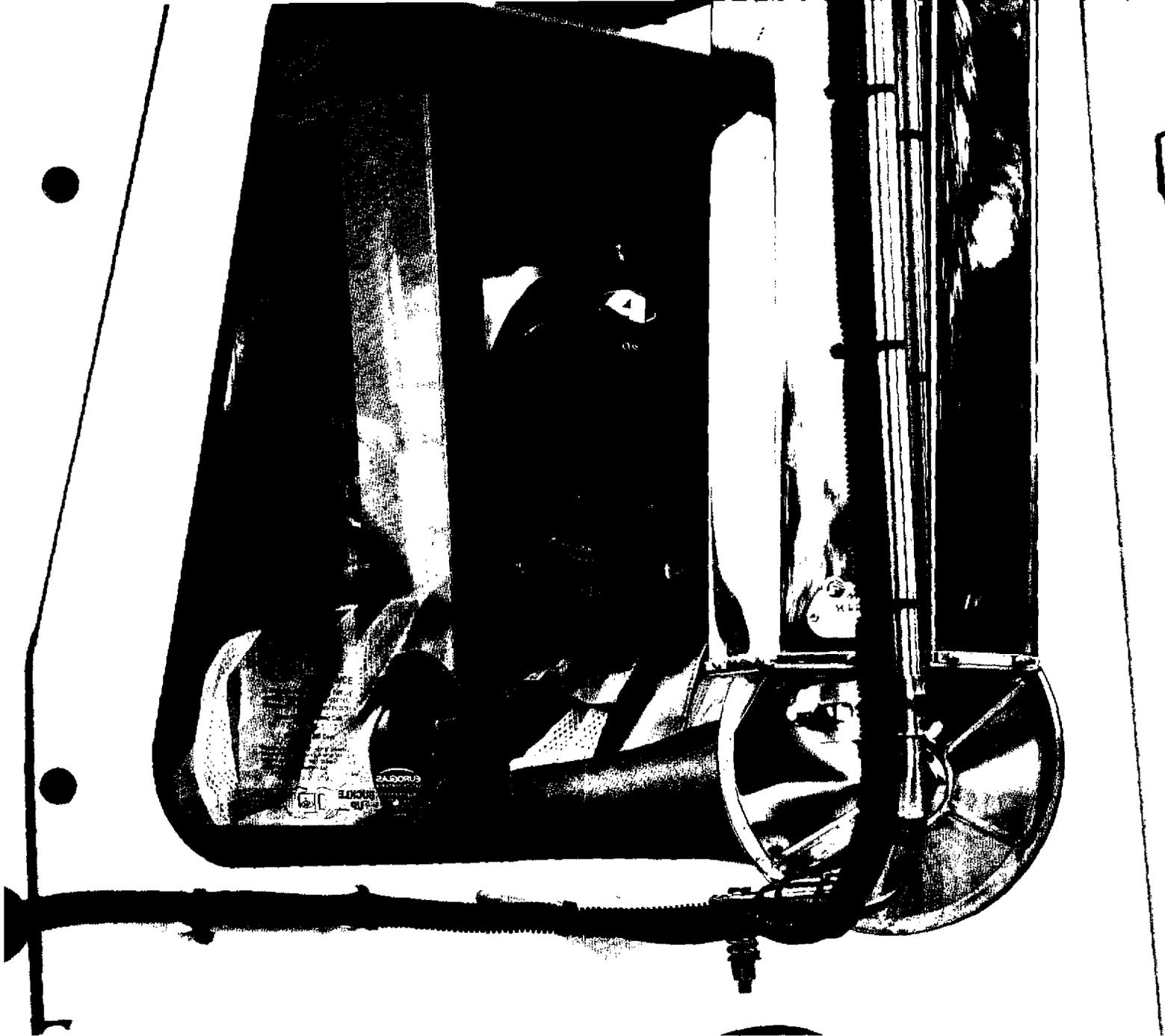
Thank you for your consideration of Advanced Disposal's bid your Trash Collection Services Program for the Moberly Correctional Center. Please see the following pages that address your bid requirements and present details on Advanced Disposal's company profile and sound solutions for collection and disposal programs.

Advanced Disposal is very excited about this opportunity and the possibility of creating a beneficial, long-term working relationship with the Moberly Correctional Center. If you have any questions regarding our proposal, please do not hesitate to contact me at (660) 346-0495.

Sincerely,

T. Scott Johnston  
Sales Representative

**Trash Collection Services  
For Moberly Correctional Center**



PUT YOUR GARBAGE  
**IN GOOD HANDS.**





## Company Overview

Advanced Disposal is a company that brings fresh ideas and solutions to the business of a clean environment. It is our people who make the difference and leave the world a cleaner, more beautiful place. We are proud to provide cost-effective and environmentally-sound solutions for waste and recycling collection, transportation, processing and disposal. But we do much more than collect garbage. We truly are an environmental services company.

We provide:

- Waste and recycling solutions for homes and businesses.
- Safe disposal facilities with state-of-the-art engineering and construction techniques to protect the Earth.
- Efficient and effective recycling processing facilities to preserve our natural resources.
- Cleaner operating trucks and equipment utilizing lower sulfur fuels, more efficient oils, and more responsible maintenance practices.
- Support to those communities we serve in particular through environmental and beautification projects and education.

Advanced Disposal has the operational expertise, management strengths, financial capabilities and commitment to quality that few publicly traded or independent companies can rival. Our independent status frees us from the bureaucratic structure of a national company so that decisions that are important to you can be made quickly and implemented effectively.

Our success can be measured through the strong partnerships between our employees and the customers we serve. Whether our customers are municipalities, commercial businesses, construction and demolition companies, industries or individual homeowners, we look forward to creating and building our relationships by providing quality service at a fair price.

Locations:

Advanced Disposal has operations in 17 Eastern states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Mississippi, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas.

Active Facilities:

- 91 Collection / Hauling Facilities
- 42 MSW and C&D Landfills
- 73 Transfer Stations
- 23 Recycling Facilities

Customers:

- More than 2.5 million residential customers including 732 exclusive city and county contracts
- More than 302,000 commercial & industrial and construction & demolition customers

Fleet:

- 3,282 vehicles running routes on a daily basis; 217 run on CNG (compressed natural gas)

**Trash Collection Services  
For Moberly Correctional Center**



Disposal Volumes:

- Collects more than 7.7 million tons of waste annually
- Safely disposes of more than 15 million tons of waste annually in our landfills

Recycling Volumes:

- Collects approximately 534,000 tons of recyclables annually
- Processes approximately 160,000 tons of recyclables annually

Employees:

- More than 5,400 people

Industry Standing:

- Advanced Disposal is the largest privately-owned environmental services company in the U.S.

**Trash Collection Services  
For Moberly Correctional Center**



## **Environmental Integrity**

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

We approach all of our operations with a keen eye on safety and environmental care. Our landfills are built with state-of-the-art engineering designs and materials. We use extreme caution when constructing these sites to ensure the integrity of the design and materials are maintained. Daily operations are just as important as construction. Advanced Disposal uses only state certified, experienced equipment operators and a certified landfill operator is always on site when the facilities are accepting waste. We fully comply with all local, state and federal regulations and our sites are inspected annually at a minimum. With forty-two landfills to maintain, operate and potentially expand, we will always remain vigilant to the protection of our natural environment while providing an integral infrastructure asset for the safe and healthy disposal of the community's waste.

Environmental compliance is equally important in our collection operations. Advanced Disposal operates a fleet of more than 3,000 trucks that must be operated and maintained in an environmentally sound manner. Advanced Disposal follows all local, state and federal regulations in regards to its operating fleet. The trucks are maintained nightly with rotating schedules to make sure all parts of the truck are operating in a safe and proper way. Only approved fuels are used and alternative fuels such as compressed natural gas (CNG are being evaluated and implemented for use in new and existing engines). All waste generated in the maintenance of our fleet are disposed of in a proper manner with the necessary documentation of proper disposal.

Lastly, Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in some sort of recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate twenty-five recycling processing facilities throughout the Eastern United States and consistently look for opportunities to create a more sustainable workplace for our customers and ourselves in regards to environmental care and economies.

In a business where the end results are clean and safe communities, Advanced Disposal takes its environmental stewardship responsibilities very seriously. Our employees, our neighbors and our families live in the communities we service. We believe it is our primary job to ensure that these communities are clean, safe and healthy for many years to come.

**Trash Collection Services  
For Moberly Correctional Center**



TRASH WORK TAKES  
**TEAMWORK.**





**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

ADSWAST-01 MCKEAGEJE

DATE (MM/DD/YYYY)  
12/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> certificates@willis.com <b>PHONE (A/C. No. Ext.):</b> (877) 945-7378 <b>FAX (A/C. No.):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> ADS Waste Holdings, Inc. (See Attached List of Named Insureds) 50 Fort Wade Rd. Ponte Vedra, FL 32081	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Alterra America Insurance Company</td> <td>21296</td> </tr> <tr> <td>INSURER C: Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: Alterra America Insurance Company	21296	INSURER C: Navigators Insurance Company	42307	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		31GPP4985402	11/20/2014	11/20/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS		31CAB4985502	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	<input checked="" type="checkbox"/> UMBRELLA L.I.A.B. <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		MAXA3EC50001367	11/20/2014	11/20/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DED. RETENTIONS \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	31WCI4985302	11/20/2014	11/20/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C	2nd Layer Excess		NY14EXC825862IV	11/20/2014	11/20/2015	Each Occ./Agg. 5,000,000
B	3rd Layer Excess		MAXA3EC30001448	11/20/2014	11/20/2015	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  For Informational Purposes Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE:</b> Pollution Liability <b>CARRIER:</b> Illinois Union Insurance Company <b>POLICY TERM:</b> 11/20/2012 – 11/20/2015 <b>POLICY NUMBER:</b> PPLG27059065001	Aggregate: \$25,000,000 Occurrence: \$25,000,000
<b>POLICY TYPE:</b> Excess Liability <b>CARRIER:</b> Alterra America Insurance Company <b>POLICY TERM:</b> 11/20/2014 – 11/20/2015 <b>POLICY NUMBER:</b> MAXA3EC30001448	3rd Layer Excess Each Occurrence: \$5,000,000 Aggregate: \$5,000,000
<b>POLICY TYPE:</b> Automobile Liability <b>CARRIER:</b> Arch Insurance Company <b>POLICY TERM:</b> 11/20/2014 – 11/20/2015 <b>POLICY NUMBER:</b> 31CAB0502300	Automobile Liability - Any Auto Combined Single Limit - \$3,000,000 SIR - \$1,000,000

Trash Collection Services  
For Moberly Correctional Center



**Named Insured:**

Advanced Disposal Waste Holdings Corp.  
ADS Waste Holdings, Inc.  
Advanced Disposal Services South, Inc.  
HWStar Holdings Corp.  
Advanced Disposal Services East, Inc.  
MWSar Waste Holdings Corp.  
Advanced Disposal Services Midwest, LLC  
Advanced Disposal Recycling Services Atlanta, LLC  
Advanced Disposal Recycling Services, LLC  
Advanced Disposal Recycling Services Gulf Coast, LLC  
Advanced Disposal Services Alabama CATS, LLC  
Advanced Disposal Services Alabama EATS, LLC  
Advanced Disposal Services Alabama Holdings, LLC  
Advanced Disposal Services Alabama, LLC  
Advanced Disposal Services Arbor Hills Landfill, Inc.  
Advanced Disposal Services Atlanta, LLC  
Advanced Disposal Services Augusta, LLC  
Advanced Disposal Services Biloxi MRF, LLC  
Advanced Disposal Services Biloxi Transfer Station, LLC  
Advanced Disposal Services Birmingham, Inc.  
Advanced Disposal Services Blackfoot Landfill, Inc.  
Advanced Disposal Services Blue Ridge Landfill, Inc.  
Advanced Disposal Services Carolinas, LLC  
Advanced Disposal Services Carolinas Holdings, LLC  
Advanced Disposal Services Cedar Hill Landfill, Inc.  
Advanced Disposal Services Solid Waste Southeast, Inc.  
Advanced Disposal Services Central Florida, LLC  
Advanced Disposal Services Chestnut Valley Landfill, Inc.  
Advanced Disposal Services Cobb County Recycling Facility, LLC  
Advanced Disposal Services Cobb County Transfer Station, LLC  
Advanced Disposal Services Cranberry Creek Landfill, LLC  
Advanced Disposal Services Cypress Acres Landfill, Inc.  
Advanced Disposal Services Eagle Bluff Landfill, Inc.  
Advanced Disposal Services Emerald Park Landfill, LLC  
Advanced Disposal Services Evergreen Landfill, Inc.  
Advanced Disposal Services Georgia Holdings, LLC  
Advanced Disposal Services Glacier Ridge Landfill, LLC  
  
Advanced Disposal Services Greentree Landfill, LLC  
Advanced Disposal Services Gwinnett Transfer Station, LLC  
Advanced Disposal Services Gulf Coast, LLC  
Advanced Disposal Services Hancock County, LLC  
Advanced Disposal Services Hickory Meadows Landfill, LLC  
Advanced Disposal Services Hoosier Landfill, Inc.  
Advanced Disposal Services Jackson, LLC  
Advanced Disposal Services Jacksonville, LLC  
Advanced Disposal Services Jones Road, LLC  
Advanced Disposal Services Lehigh Valley, Inc.  
Advanced Disposal Services Lancaster Landfill, LLC  
Advanced Disposal Services Lithonia Transfer Station, LLC  
Advanced Disposal Services Macon, LLC  
Advanced Disposal Services Magnolia Ridge Landfill, LLC  
Advanced Disposal Services Mallard Ridge Landfill, Inc.  
Advanced Disposal Services Maple Hill Landfill, Inc.  
Advanced Disposal Services Middle Georgia, LLC  
Advanced Disposal Services Milledgeville Transfer Station, LLC

Advanced Disposal Services Mississippi, LLC  
Advanced Disposal Services Mobile Transfer Station, LLC  
Advanced Disposal Services Morehead Landfill, Inc.  
Advanced Disposal Services National Accounts, LLC  
Advanced Disposal Services National Accounts Holdings, Inc.  
Advanced Disposal Services North Alabama Landfill, LLC  
Advanced Disposal Services North Florida, LLC  
Advanced Disposal Services North Georgia, LLC  
Advanced Disposal Services Oak Ridge Landfill, Inc.  
Advanced Disposal Services Orchard Hills Landfill, Inc.  
Advanced Disposal Services Pasco County, LLC  
Advanced Disposal Services Pecan Row Landfill, LLC  
Advanced Disposal Services Pontiac Landfill, Inc.  
Advanced Disposal Services Prattville C&D Landfill, LLC  
Advanced Disposal Services Putnam County Landfill, LLC  
Advanced Disposal Services Renewable Energy, LLC  
ADS Renewable Energy – Eagle Point, LLC  
ADS Renewable Energy – Stones Throw, LLC  
ADS Renewable Energy – Wolf Creek, LLC  
Advanced Disposal Services Randolph County, LLC  
Advanced Disposal Services Rogers Lake, LLC  
Advanced Disposal Services Rolling Hills Landfill, Inc.  
Advanced Disposal Services Selma Transfer Station, LLC  
Advanced Disposal Services Shippensburg, LLC  
Advanced Disposal Services Seven Mile Creek Landfill, LLC  
Advanced Disposal Services Skippack, Inc.  
Advanced Disposal Services Smyrna Transfer Station, LLC  
Advanced Disposal Services Solid Waste Leasing Corp.  
Advanced Disposal Services Solid Waste Midwest, LLC  
ADS Solid Waste of NJ, Inc.  
Advanced Disposal Services Solid Waste of PA, Inc.  
Advanced Disposal Services Somerset, Inc.  
Advanced Disposal Services South Carolina, LLC  
Advanced Disposal Services Star Ridge Landfill, Inc.  
Advanced Disposal Services Stateline, LLC  
Advanced Disposal Services Sumner Landfill, Inc.  
Advanced Disposal Services Taylor County Landfill, LLC  
Advanced Disposal Services Tennessee Holdings, Inc.  
Advanced Disposal Services Tennessee, LLC  
Advanced Disposal Services Valley Meadows Landfill, LLC  
Advanced Disposal Services Valley View Landfill, Inc.  
Advanced Disposal Services Vasko Rubbish Removal, Inc.  
Advanced Disposal Services Vasko Solid Waste, Inc.  
Advanced Disposal Services Wayne County Landfill, Inc.  
Advanced Disposal Services Zion Landfill, Inc.  
Arrow Disposal Service, LLC  
Baton Rouge Renewable Energy, LLC  
Burlington Transfer Station, Inc.  
Cartersville Transfer Station, LLC  
Caruthers Mill C&D Landfill, LLC  
Champion Transfer Station, Inc.  
Coastal Recyclers Landfill, LLC  
Diller Transfer Station, Inc.  
Community Refuse Service, Inc.  
Community Refuse Service, LLC  
Doraville Transfer Station, LLC  
Eagle Point Landfill, LLC  
Eco-Safe Systems, LLC

**Trash Collection Services  
For Moberly Correctional Center**



Firetower Landfill, LLC  
Hall County Transfer Station, LLC  
Harmony Landfill, LP  
Highstar Galante, Inc.  
Highstar Royal Oaks I, Inc.  
Highstar Royal Oaks II, Inc.  
Highstar Waste Acquisition Corp.  
Hinkle Transfer Station, Inc.  
IWStar Waste Holdings Corp.  
Jones Road Landfill and Recycling, Ltd.  
Land and Gas Reclamation, Inc.  
Landsouth, Inc.  
Middleton, LLC  
Moretown Landfill, Inc.  
Mostoffer Landfill, Inc.  
Mostoller Landfill, LLC  
Nassau County Landfill, LLC  
NEWS North East Holdings, Inc.  
NEWS MA Holdings, Inc.  
NEWS Mid-Atlantic Holdings, Inc.  
NEWS PA Holdings, Inc.  
NEWStar Waste Holdings Corp.  
North East Waste Services, Inc.  
Old Kings Road, LLC  
Old Kings Road Solid Waste, LLC  
Parker Sanitation II, Inc.  
Pasco Lakes Inc.  
PDC Disposal Co., Inc.  
St. Johnsbury Transfer Station, Inc.  
Site Services, LLC  
Somerset Hauling, Inc.  
South Hadley Landfill, LLC  
South Suburban, LLC  
SSI Southland Holdings, Inc.  
Stone's Throw Landfill, LLC  
Summit, Inc.  
Superior Waste Services of New York City, Inc.  
Tallassee Waste Disposal Center, Inc.  
Trestle Park Carting, Inc.  
Trestle Transport, Inc.  
Turkey Trot Landfill, LLC  
Vermont Hauling, Inc.  
Waitsfield Transfer Station, Inc.  
WBLF Acquisition Company, LLC  
Welcome All Transfer Station, LLC  
Western Maryland Waste Systems, LLC  
Wolf Creek Landfill, LLC  
WSI Medical Waste Systems, Inc.  
WSI of New York, Inc.  
WSI Sandy Run Landfill, Inc.  
WSI Sandy Run Landfill, LLC

**Trash Collection Services  
For Moberly Correctional Center**



November 19, 2014

To Whom It May Concern:

For the policy period 11/20/2014 – 11/20/2015, ADS Waste Holdings, Inc. and all of its entities self-insure medical payments coverage. Should you have any questions, please contact the Risk Analyst listed below:

Kirstyn Shepler  
(904) 438-2119  
Kirstyn.shepler@advanceddisposal.com

Sincerely,

*Marti Dickman*

Marti Dickman  
Vice President, Risk Management

90 Fort Wade Road, Ponte Vedra, FL 32081

**Trash Collection Services  
For Moberly Correctional Center**



November 19, 2014

To Whom It May Concern:

For the policy period 11/20/2014 – 11/20/2015, ADS Waste Holdings, Inc. and all of its entities are self-insured for the physical damage of vehicles. Should you have any questions, please contact the Risk Analyst listed below:

Kirstyn Shepler  
(904) 438-2119  
Kirstyn.shepler@advanceddisposal.com

Sincerely,

*Marti Dickman*

Marti Dickman  
Vice President, Risk Management

90 Fort Wade Road, Ponte Vedra, FL 32081

**Trash Collection Services  
For Moberly Correctional Center**



OUR DEDICATION TO A CLEAN ENVIRONMENT

**RUNS DEEP.**



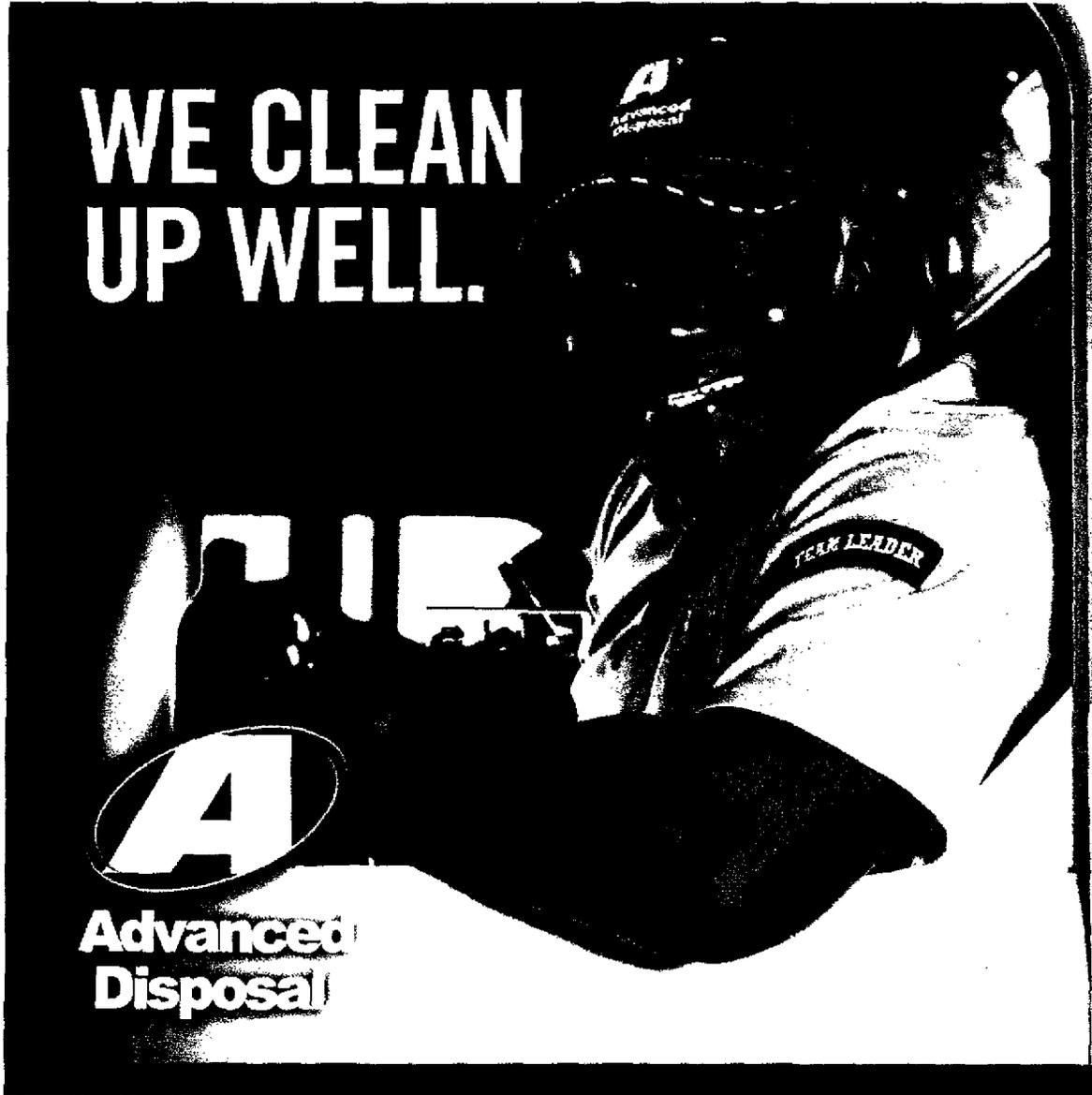
**Advanced Disposal**



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**1. Company Brochure**

**Trash Collection Services  
For Moberly Correctional Center**



Trash Collection Services  
For Moberly Correctional Center



**Trash Collection Services  
For Moberly Correctional Center**



When you choose Advanced Disposal as your solid waste and recycling provider, something remarkable happens.

To start, you get a cleaner business, a greener community and a city that shines. At Advanced Disposal, our drive to do things better means creating an enhanced environment for all of us. And that's something of which we're proud. Because a cleaner environment means a better world and a brighter future for individuals, businesses and governments alike.

- **We take more than garbage.**
- **We take pride in our work and have a strong sense of values.**
- **We take care of our customers. They are our highest priority.**
- **We take ownership. We act as owners, not just employees.**
- **We take care of the environment.**
- **We work smart.**

Our company was founded on the belief that customer service is paramount, that it is every employee's responsibility to care for our customers with unfailing responsiveness and reliability. More importantly, we believe that when

we serve a community, we become part of it. Earth is a precious resource that deserves our constant care and attention. To ensure that we all have a chance to do our part to help preserve and protect our treasured natural resources, Advanced Disposal offers comprehensive environmental solutions that balance your needs for environmental responsibility and a strong bottom line.

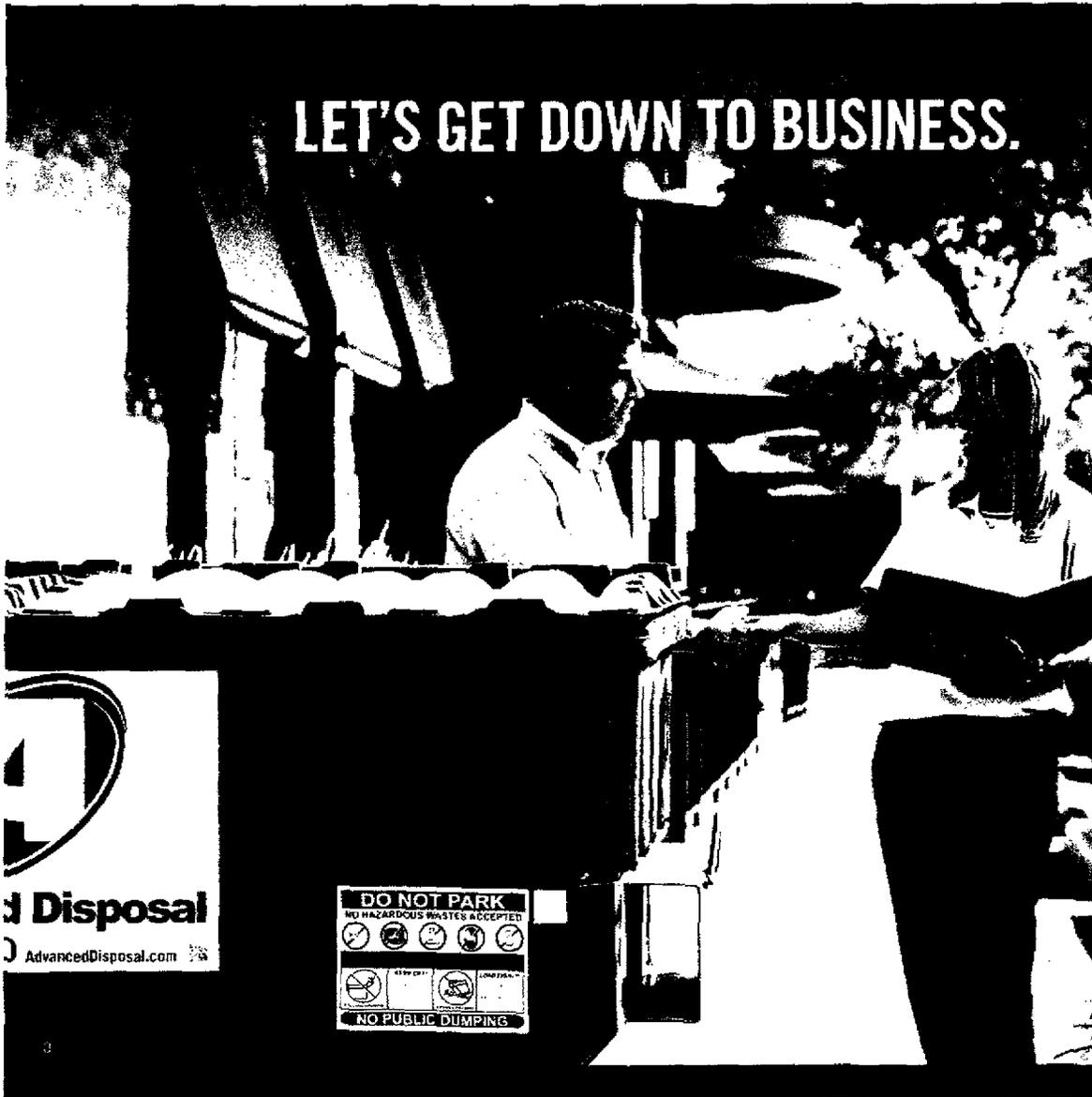
## **MAKE YOUR MOTHER PROUD**

The first step in a clean and healthy community is ensuring discarded materials are picked up in a timely, efficient and safe manner – something our Advanced Disposal environmental heroes do every day. Second is effectively managing these materials for ultimate reuse, recycling and/or disposal in a sustainable and realistic manner to truly make Mother Earth proud.



2

**Trash Collection Services  
For Moberly Correctional Center**



**Trash Collection Services  
For Moberly Correctional Center**



## COMMERCIAL SERVICES

### FRONT/REAR LOAD COLLECTION

The majority of businesses choose to use commercial containers, commonly known as dumpsters, as their primary means of disposing waste. But not all commercial services are created equal. *Advanced Disposal* invests in our customer relationships by using the best equipment possible, consistently maintaining it, and supporting it with a highly trained support team of professional drivers, dispatchers, sales and customer care representatives, mechanics and managers. You'll see the difference from day one.

### ROLL-OFF COLLECTION

For those who generate larger volumes of waste, *Advanced Disposal* has the solution for a perfect fit. Whether you are a construction company, industrial manufacturer, large retailer or any other type of large waste generator, our roll-off containers of various sizes – including enclosed compactors – can serve your unique needs. Our top-quality equipment is surpassed only by our industry-leading customer service, making sure that we respond to your needs with unfailing timeliness and courtesy.

## SERVICE FIRST. SAFETY ALWAYS.

*It's our commitment to you. From safe and proper collection and transportation, to environmentally sound treatment and disposal, *Advanced Disposal* is committed to our safety and yours.*

### SPECIAL WASTE COLLECTION

While every customer is special to us, most waste streams are similar in makeup and disposal requirements. But for those customers who truly generate specialized waste, requiring waste profiling, customized handling, heightened safety measures or unique disposal practices, *Advanced Disposal* has the capability and experience to handle it – and then some.

### COMMERCIAL RECYCLING

We have recycling and sustainability solutions for companies and organizations both large and small.

- Businesses
- Industries
- Cities and Counties
- Schools
- Hospitals
- Churches and Other Nonprofits



## COMMERCIAL SERVICE STANDARDS -- OUR PROMISE TO YOU.

### Delivery of New Containers

- All containers will be clean, fresh and clearly marked with company decals and phone numbers.
- Delivery will be made on the due date.
- Delivery paperwork turned in by 5 p.m. may be scheduled for next-day delivery.

### Roll-Off Haul Requests

- Guaranteed next-day service; however, same-day service will be given if possible.

### Emptying Containers and Spillage

- If waste comes out of a container while it is being emptied, the driver will pick it up.

### Blocked Containers

- Driver will attempt to service blocked containers by speaking to someone on-site or calling the Advanced Disposal dispatch office to notify the customer of the blocked container.

### Extra Pickups and Overloaded Containers

- Guaranteed next-day service; however, same-day service will be given if possible.
- Driver will call the Advanced Disposal dispatch office and ask dispatch to notify the customer of an overloaded container and educate the customer regarding safe capacity levels.

## FOCUSED ON ENVIRONMENTAL INTEGRITY

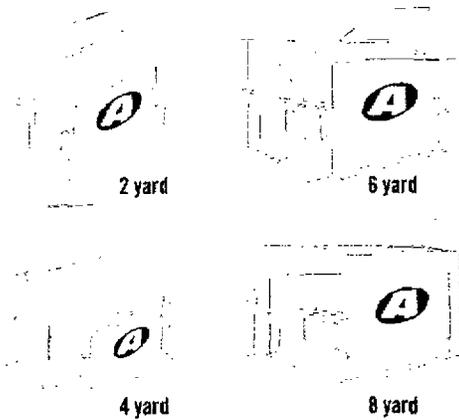
Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers and our communities. When it comes to your environmental responsibility, we can give you the peace of mind you need. We limit your liability by employing qualified professionals and complying with all local, state and federal regulations. So you can be sure that your waste will be cared for in a safe and compliant manner.

5

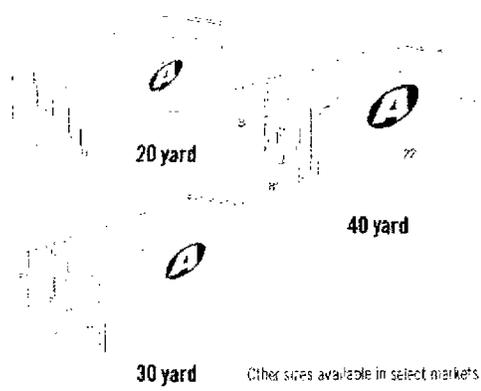
**Trash Collection Services  
For Moberly Correctional Center**



### CONTAINER SERVICE



### ROLL-OFF SERVICE



**Trash Collection Services  
For Moberly Correctional Center**



## WE LIVE BY THE LAW OF ENVIRONMENTAL RESPONSIBILITY

### GOVERNMENTAL SERVICES

Advanced Disposal has a lot to offer local governments. For starters, when we assume responsibility for solid waste and recycling in a community, the local government saves money, reduces liability and gains job opportunities for their employees. Not to mention peace of mind – equipment costs are no longer the responsibility of the government; Advanced Disposal assumes all costs, even for new and depreciating equipment. Plus, we've never faltered on a municipal contract, ever.

Whether your government is interested in outsourcing collection and/or disposal services or has a need for a long-term partner for processing recyclables or disposal of nonhazardous waste, Advanced Disposal has the experience and resources to be your environmental services partner of choice.

To learn more about our municipal partnerships, visit [AdvancedDisposal.com/for-government/privatization](http://AdvancedDisposal.com/for-government/privatization).

**Trash Collection Services  
For Moberly Correctional Center**



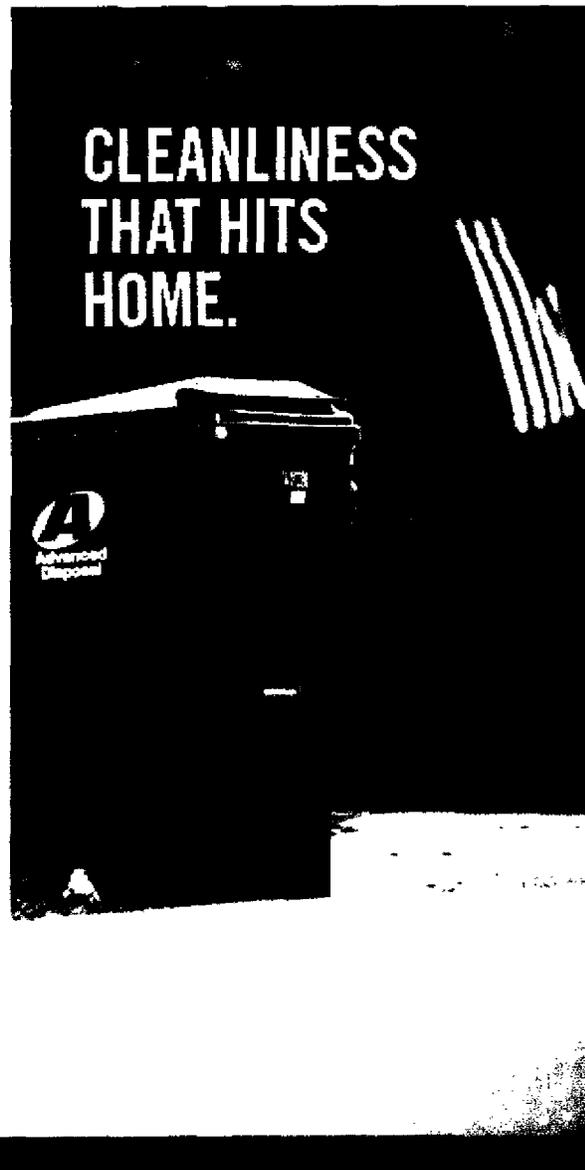
## RESIDENTIAL SERVICES

Like you, we value safe and clean communities where residents don't notice the garbage truck, but instead are impressed by cleaner streets and neighborhoods that they can be proud to call home. That's why Advanced Disposal provides residential solid waste and recycling services to thousands of families and neighborhoods every day. But we take more than garbage.

- ♦ We take time — to deliver consistent service to those who depend on us.
- ♦ We take precautions — to ensure the safety of those around us.
- ♦ We take pride — in being quiet and respectful on our routes.
- ♦ And we take care — to leave our streets and communities cleaner than we found them.

## WE KEEP OUR CUSTOMERS INFORMED

All customers can sign up to receive email and text alerts so they can get the most up-to-date information regarding service interruptions due to holidays, weather delays, etc. Sign up at [AdvancedDisposal.com/ServiceAlertSignup](http://AdvancedDisposal.com/ServiceAlertSignup).



**Trash Collection Services  
For Moberly Correctional Center**



Advanced  
Disposal

PUTTING THE ENVIRONMENT FIRST,  
NATURALLY.



Trash Collection Services  
For Moberly Correctional Center



## MATERIAL RESOURCE MANAGEMENT

At Advanced Disposal, we consider environmental stewardship of utmost importance and strive to make the world a cleaner, more beautiful place for our employees, our customers and our communities. Our holistic approach to resource management is both environmentally and economically conscious.

### LANDFILLS

Our commitment runs deep, literally. Our landfills are impressive engineering structures that offer the environment state-of-the-art protection while providing a vital service to governments, businesses and individuals alike. Our landfills are managed and operated correctly so that they are true assets to their communities and are backed by positive environmental records and significant civic involvement.

To learn more about how modern landfills are constructed and operated, visit our website at [AdvancedDisposal.com/Disposal](http://AdvancedDisposal.com/Disposal).

### MATERIAL RECOVERY FACILITIES

At Advanced Disposal, our Material Recovery Facilities (MRFs) are much more than simple sorting operations. Instead, they are thriving business units and necessary community infrastructures. They provide a vital need to preserve our natural resources while

performing their operations in an economical and efficient manner.

Most of our facilities accept the following materials:

- Paper (all grades including newspaper, magazines, office paper, etc.)
- Fiber (cardboard, fiberboard)
- Plastics (#1 - #7)
- Aluminum
- Steel

However, some have unique capabilities such as:

- Beverage destruction
- Document destruction
- Processing high-grade office paper
- Specialty plastics

\*Check with your Advanced Disposal representative to confirm which items can be recycled in your area.

### TRANSFER STATIONS

We operate transfer stations in the majority of our markets to serve as consolidation centers for solid waste. Traditional collection vehicles transfer and consolidate their waste to large tractor-trailers for long-distance trips to an Advanced Disposal landfill. This allows solid waste collection vehicles to do what they do best - serve our customers in a timely manner while reducing travel distances, alleviating traffic congestion and minimizing air emissions.

10



## TRASHTIMONIALS: OUR CUSTOMERS SAY IT BEST

*"Driver Barry Barclay was spoken highly of at the Boonville City Council meeting. The residents of Maple Street told their council representative about Barry's work ethic. Specifically, Barry was noted for his polite, kind demeanor and attention to the smallest details of his job. Thank you for a job well done."*

**M. L. Gauthon III**  
Director, Public Works, Boonville, Missouri

**"We have never been so impressed with a waste disposal service. They have gone above and beyond to take care of our needs, and always do it promptly and with such a pleasant attitude."**

Darren Brown  
Suwanee, Georgia Resident

*"Our preschool class loves when the garbage man comes every week. The kids run out to the playground and watch from the fence. As he leaves, he blows the horn, and the kids wave and shout bye until he is out of sight."*

God's Little Acre Learning Center  
Murphy, North Carolina

**"They are on the the cutting edge - always looking for new ways to do things."**

Brian Gollot  
C.F. Gollott & Son Seafood, Inc., D'Iberville, Mississippi

*"Thank you for supporting the 2013 Wahvorth County Clean Sweep event. All of the containers were delivered on time, on the dates requested! We cannot tell you how reassuring it is to know we can count on Advanced Disposal to fulfill our needs for these extra services and containers. We were very pleased with the efficient and courteous service provided by your container delivery personnel."*

Larry Price and Janet Cline  
Director of Operations, Walworth County Public Works  
Solid Waste Division  
Elkhorn, Wisconsin

**"They are always available when I need them and have courteous and dependable people."**

Randy Ingram  
ESG Operations, Inc., Macon, Georgia

We invite you to learn more  
[AdvancedDisposal.com](http://AdvancedDisposal.com)



**Trash Collection Services  
For Moberly Correctional Center**



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**2. Certificate of Good Standing**

**Trash Collection Services  
For Moberly Correctional Center**



# STATE OF MISSOURI



Jason Kander  
Secretary of State

CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

**ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC**

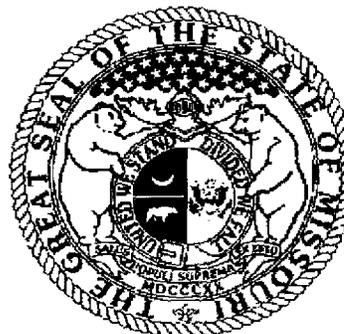
using in Missouri the name

**ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC**  
FL0781248

a WISCONSIN entity was created under the laws of this State on the 6th day of December, 2006, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 6th day of February, 2013

Secretary of State



Certification Number: 15177885-1 Reference:  
Verify this certificate online at <https://www.sos.mo.gov/businessentity/soskb/verify.asp>

Trash Collection Services  
For Moberly Correctional Center



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**3. Exhibit A – Current/Prior Experience Verification**

**EXHIBIT A**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror 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.

<b>Offeror Name or Subcontractor Name:</b> <u>Advanced Disposal Services Solid Waste Midwest LLC</u>	
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>	
Name of Company/Client:	Advanced Disposal Services Solid Waste Midwest LLC
Address of Company/Client ✓ Street Address ✓ City, State, Zip	31226 Intrepid Road Macon, MO 63552
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Cerro Flow Products 101 S Douglas St * Shelbina, MO. 63468 (573) 588-2161 Gary Jones
Dates of Services:	Customer since 1990
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	2 - 30 yard Roll-off containers serviced on an as needed basis

EXHIBIT ACURRENT/PRIOR EXPERIENCE VERIFICATION

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror 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.

<b>Offeror Name or Subcontractor Name:</b> <u>Advanced Disposal Services Solid Waste Midwest LLC</u>	
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>	
Name of Company/Client:	Advanced Disposal Services Solid Waste Midwest LLC
Address of Company/Client ✓ Street Address ✓ City, State, Zip	31226 Intrepid Road Macon, MO 63552
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Truman State University 100 E. Normal * Kirksville, MO. 63501 (660) 785-4159 Kim Murphy
Dates of Services:	Customer since 1999
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$86,804.88 annually
Description of Services Performed	29 Rear load containers serviced 5X per week Roll Offs as Needed



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**4. Exhibit B – Miscellaneous Information**

**EXHIBIT B**

**MISCELLANEOUS INFORMATION**

**Department of Natural Resources, Landfill Operating Permit Number** – State Permit number for each proposed Solid Waste Processing Facility.

Facility, Name & Location	Permit Number
1. Advanced Disposal Services Maple Hill Landfill, Inc.	0112107
2.	
3.	

**Deodorizing/Disinfecting** – Check the method that will be used to deodorize and disinfect the receptacle.

  X   On Site Deodorizing/Disinfecting, or  
       Actual Replacement of Receptacle

**Personnel** – Provide a list of personnel who will be providing trash collection services at the state agency:

Name of Employee
1. Ronie Yount
2. Bryan Payne
3. Jerry Gumm
4. Jeremy Dombowski

**Employee/Conflict of Interest:** We have no elected or appointed officials or employees of the State of MO serving in an executive or administrative capacity within our organization.

<p>Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>



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**5. Exhibit C – Affidavit of Work Authorization**

**Trash Collection Services  
For Moberly Correctional Center**

**EXHIBIT C, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

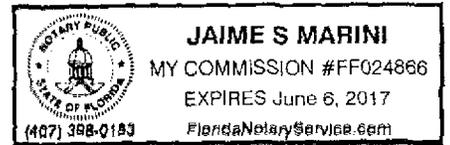
The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Mary Middleton O'Brien (Name of Business Entity Authorized Representative) as Chief Marketing Officer (Position/Title) first being duly sworn on my oath, affirm Advanced Disposal Services Solid Waste Midwest, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Advanced Disposal Services Solid Waste Midwest, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

<u><i>Mary Middleton O'Brien</i></u> Authorized Representative's Signature	<u>Mary Middleton O'Brien</u> Printed Name
<u>Chief Marketing Officer</u> Title	<u>March 20, 2015</u> Date
<u>mary.obrien@advanceddisposal.com</u> E-Mail Address	<u>195880</u> E-Verify Company ID Number

Subscribed and sworn to before me this 20th (DAY) of March, 2015 (MONTH, YEAR). I am commissioned as a notary public within the County of St. Johns (NAME OF COUNTY), State of Florida (NAME OF STATE), and my commission expires on June 6, 2017 (DATE).



Jaime S Marini (Signature of Notary) March 20, 2015 (Date)

Company ID Number: 11815  
Client Company ID Number: 195880

**Approved by:**

**Employer Advanced Disposal Service, Inc.**

Glenn A. Guest

Name (Please Type or Print)

*Glenn A. Guest*

Signature

V.P. Corp. HR

Title

3/30/09

Date

**Designated Agent Form I-9 Compliance, LLC**

Linda Donahue

Name (Please Type or Print)

CFO

Title

*Electronically Signed*

Signature

03/06/2009

Date

**Department of Homeland Security - Verification Division**

Name (Please Type or Print)

Title

Signature

Date



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**6. Non-Collusive Affidavit**

**NON-COLLUSIVE AFFIDAVIT**

STATE of FLORIDA)

COUNTY of Saint Johns)

Mary Middleton O'Brien, being first duly sworn, deposes and says: That he/she is Chief Marketing Officer, of Advanced Disposal Services Solid Waste Midwest, LLC, the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Moberly Correctional Center or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Advanced Disposal Services Solid Waste Midwest, LLC  
(Company/Vendor Name)

31226 Intrepid Road \* Macon, MO 63552  
(Business Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title: Individual Principal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title: Partnership Principal)

\_\_\_\_\_  
(Signature)

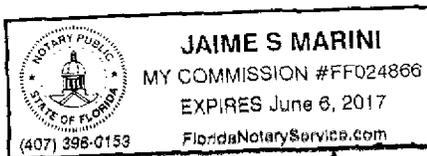
Chief Marketing Officer  
\_\_\_\_\_  
Officer  
(Title: Corporate Principal)

Subscribed and sworn to before me this 20<sup>th</sup> day of MARCH, 20 15

STATE of Florida)

COUNTY of St. Johns)

SS



Jaime S Marini



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**7. Bidder's Representation**

SECRETARY'S CERTIFICATE

On behalf of ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST LLC (the "Company"), the undersigned does hereby certify in his/her capacity as Secretary/Assistant Secretary of the Company that:

The officers shown below are duly elected or appointed, qualified and acting officers of the Company holding the office indicated below, and each of them is authorized to execute and deliver agreements, documents and written instruments necessary or required in connection with the RFP and all related agreements, documents, certificates and instruments on behalf of the Company.

<u>Name</u>	<u>Title</u>
Richard Burke	Chief Executive Officer
John Spegal	Chief Operating Officer
Steven R. Carn	Chief Financial Officer, Treasurer
Matthew Gunnelson	Chief Accounting Officer, Assistant Treasurer
Mary O'Brien	Chief Marketing Officer
William Westrate	Chief Administrative Officer
Michael Slattery	Senior Vice President - General Counsel, Secretary
Christian B. Mills	Deputy General Counsel, Assistant Secretary
Dave Lavender	East Regional Vice President
Charlie Gray	South Regional Vice President
James M. Rooney	Midwest Regional Vice President
Randy Arnold	Senior Vice President - Operations & Landfills
Chris Diaz	Controller and Director of Finance and Accounting
Bobby Greene	Corporate Director - Safety
Tammy Wilson	Vice President of Sales
Marti Dickman	Vice President of Risk Management
Glenn Guest	Vice President of Corporate Human Resources
Chad Mark	Vice President of Procurement and Technology
Melissa Bachhuber	Associate General Counsel & Assistant Secretary
Megan Ouzts	Associate General Counsel
Bob Chizmar	Vice President of Tax
Don Neukam	Vice President of Business Development & Strategic Planning

The principal place of business of the Company is 90 Fort Wade Road, Ponte Vedra, Florida 32081.

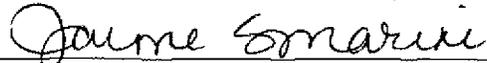
IN WITNESS WHEREOF, I have executed this Secretary's Certificate on 3.20.2015

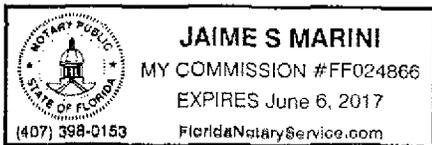
  
 \_\_\_\_\_  
 Secretary/Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of MAR, 2015 by Michael Slattery. He/She is personally known to me or has produced a \_\_\_\_\_ driver's license as identification.

NOTARY SEAL

Notary:   
 Print Name: Jaime S. Marini  
 Notary Public, State of FLORIDA





“ I'M NOT A  
**MAGICIAN** ”

But I do make trash disappear.

— Tom Davis, Driver



4. PRICING PAGE

- 4.1 **Trash Collection Services** - The offeror 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 the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices. (C/S code 91027)

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>
<b><u>Price Per Month for Trash Receptacle</u></b>				
001	Thirty-four (34) cubic yard capacity roll-off, self-contained, trash compactor	\$ 330.00 Per month	\$ 330.00 Per month	\$ 330.00 Per month
<b><u>Price Per Trash Collection</u></b>				
002	Trash Collection	\$ 716.88 Per collection	\$ 738.39 Per collection	\$ 760.54 Per collection

From: (800) 773-5459  
Lesley Lannikin  
Veolia ES Solid Waste Midwest  
31226 Intrepid Rd  
PO Box 247  
Macon, MO 63552

Origin ID: COUA



J1512150223310V

SHIP TO: (673) 761-1567

BILL SENDER

Office of Administration  
State of Missouri  
DPMM  
301 West High Street, RM 630  
JEFFERSON CITY, MO 65101



UNMARKED BID NO. B3215175

CLOSING DATE: 3/20/15

RECEIVED BY: [Signature]

APPROVED BY: [Signature]

© 2011 FedEx 158398 REV 1/11

Ship Date: 19MAR15  
AeWgt: 2.0 LB  
CAD: 4634196/INET/3610

Delivery Address Bar Code



Ref #  
Invoice #  
PO #  
Dept #

TRK# 7731 6417 2982  
0201

59 JEFA



537 J1873

DPMM 20 MAR 15 AM 8:24

FRI - 20 MAR 9:00A  
FIRST OVERNIGHT

65101  
MO-US  
STL

night®

FedEx

FedEx Express

FedEx First Overnight®

Press here

Sender: You must

here to seal

14516 REV 8/06 RRD

The World On Time.

Medium BC



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)  
 REQUEST FOR PROPOSAL (RFP)

RFP NO.: B3Z15175  
 TITLE: Trash Collection Services  
 ISSUE DATE: February 27, 2015

REQ NO.: NR 931 YYY15708220  
 BUYER: Jessica Andres  
 PHONE NO.: (573) 751-1567  
 E-MAIL: [Jessica.Andres@oa.mo.gov](mailto:Jessica.Andres@oa.mo.gov)

RETURN PROPOSAL NO LATER THAN: March 20, 2015 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type RFP Number and Return Due Date on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

	(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO:	DPMM		DPMM
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: Effective Date of Contract through One Year

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

Department of Corrections  
 Moberly Correctional Center  
 PO Box 7, Business Route 63 South  
 Moberly, MO 65270

The offeror 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 Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of trash collection services as set forth herein.
- 1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Introduction and General Information
  - 2) Contractual Requirements
  - 3) Proposal Submission Information
  - 4) Pricing Page
  - 5) Exhibits A - F
  - 6) Terms and Conditions

### 1.2 Background Information:

- 1.2.1 The Moberly Correctional Center (MCC), formerly known as the Missouri Training Center for Men, opened in 1963 and is a C-3 medium security custody institution serving approximately 1,800 male inmates. Additional information about the Department of Corrections or the MCC may be found at <http://www.doc.mo.gov>.
- 1.2.2 Availability of Tour – Potential offerors interested in touring the facility prior to the submission of the proposal should contact Rhonda Kuhler at (660) 263-3778, extension 1207 or via email at [Rhonda.Kuhler@doc.mo.gov](mailto:Rhonda.Kuhler@doc.mo.gov) to schedule a tour.
- a. Prior to touring the facility, the offeror must provide Rhonda Kuhler with the full name, social security number, and date of birth for each person attending the facility tour.
  - b. The state agency reserves the right to accept or reject any person requesting a facility tour.
  - c. Other than questions pertaining to the tour, all questions regarding this Request for Proposal (RFP) and the competitive procurement process **MUST** be directed to Jessica Andres of the Division of Purchasing and Materials Management at (573) 751-1567 or [Jessica.Andres@oa.mo.gov](mailto:Jessica.Andres@oa.mo.gov).
- 1.2.3 A previous contract exists or for the services being obtained via this RFP. The contract number is: C312077001.
- a. Viewing the contract - A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://oa.mo.gov/purchasing-materials-management/>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z12077 or the contract number shown above when searching for these documents.
  - b. State expenditures – The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of

the services under the contract. Be sure to read the information provided in the links to "[Site Information](#)" and "[Disclaimer](#)". Then search by the contract number shown above when searching for the financial information.

- 1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide trash collection services for the Department of Corrections, Moberly Correctional Center (hereinafter referred to as "state agency"), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- 2.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein

### 2.2 Performance Requirements:

- 2.2.1 Trash Receptacles: The contractor shall provide a trash receptacle that shall consist of a thirty-four (34) cubic yard capacity roll-off, self-contained, trash compactor and shall place the trash receptacle at a location designated by the state agency.
- a. The contractor shall retain ownership of the trash receptacle provided and shall keep the trash receptacle in good mechanical and safe working condition.
    - 1) Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of the trash receptacle reported by the state agency as having mechanical problems.
    - 2) The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
  - b. The contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacle after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency shall inspect the trash receptacle to monitor the compliance with this requirement.
- 2.2.2 Trash Collection: The contractor shall agree and understand that the amount of trash accumulated at the state agency varies each month due to recycling. Therefore, the contractor shall provide trash collection services by collecting the trash from the receptacle and returning the thirty-four (34) cubic yard trash compactor on an as needed, if needed basis.
- a. The state agency estimates the collection services will be required approximately six (6) times each month, however this amount is not guaranteed.
  - b. The state agency will notify the contractor at least twenty-four (24) hours prior to the time when a trash collection is required.
  - c. The contractor shall provide all trash collection services Monday through Friday between the hours of 8:00 am and 10:30 am, excluding state holidays, as required by the state agency. A listing of the state holidays can be found at the following website: <http://oa.mo.gov/commissioner/state-holidays>.
- 2.2.3 The contractor shall collect all types of trash from the trash receptacle, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
- a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law from being disposed of in landfills are found in the trash receptacle.
- 2.2.4 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri

Department of Health and Senior Services. For disposal outside the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.

- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
- b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

### **2.3 Additional Requirements:**

2.3.1 The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, or collection from the receptacle provided by the contractor.

2.3.2 The contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacle and surrounding area at all times.

- a. The contractor shall maintain a fifteen (15) foot perimeter around the trash receptacle, keeping the area clean and free of trash.
- b. The contractor shall remove all trash and debris from within the fifteen (15) foot perimeter at least once a week.

2.3.3 By no later than fifteen (15) calendar days after notification of award of the contract and prior to any performance of any service pursuant to the contract, the contractor must submit the following to the state agency:

- a. The name of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal which will be used for the purpose of processing or disposing of any trash collected from the state agency.
- b. A list of the contractor's personnel, the social security numbers, and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserved the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.

### **2.4 Invoicing and Payment Requirements:**

2.4.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.4.2 Invoicing – The contractor shall submit an invoice on a monthly basis for providing services for the month as required herein to the following address:

Missouri Department of Corrections  
Fiscal Management Unit  
P.O. Box 236  
Jefferson City, MO 65102

- a. The invoice shall itemize all services provided and the firm, fixed price as specified on the Pricing Page for each such service.
- 2.4.3 Payments – After acceptance and approval by the state agency of the services and invoice provided by the contractor, the contractor shall be paid for the services pursuant to the firm, fixed prices stated on the Pricing Page.
- 2.4.4 Other than the payments specified above, no other payments shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## 2.5 Other Contractual Requirements:

- 2.5.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management 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.

- 2.5.3 **Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed 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. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.5.4 **Termination** - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.5.5 **Transition:**
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
  - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.
- 2.5.6 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

- 2.5.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.
- 2.5.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
  - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
  - c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or 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:
    - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
    - 2) 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.
- 2.5.9 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
  - b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or

debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than thirty (30) days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.5.10 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

2.5.11 Authorized Personnel:

- a. The contractor shall only employ 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.
- b. 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 state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor 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. If the contractor's business status changes during the life of the contract to become

a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate 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 services required herein; AND
- 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.5.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.5.13 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.5.14 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.5.15 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

**2.5.16 Contractor Equipment Use:**

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment including, but not limited to, devices, wires, software, technical literature, etc. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

**2.5.17 Commercial Drivers License -** The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

**2.5.18 Prison Rape Elimination Act (PREA) Requirements:**

- a. The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- b. Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
  - 1) The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- c. The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- d. The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct
  - 1) The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the

institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

- 2) If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- e. The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

### 3. PROPOSAL SUBMISSION INFORMATION

#### 3.1 Proposal Submission Instructions:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern. The proposal should be page numbered and the signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

- a. In addition the offeror should provide a password protected copy of their entire proposal, including all attachments, in Microsoft compatible format on a CD(s) or flash drive. The offeror should be sure to provide the password so that the State can access the documents. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the original hardcopy proposal document shall govern.
- b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
- c. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.
  - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.
  - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 Questions Regarding the RFP – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. However, the offeror is advised that any questions received after ten (10) calendar days may not be addressed.

- 3.2 Proposal Submittal Documentation** - The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may adversely affect the evaluation of the proposal.
- 3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.
- 3.2.2 Experience - The offeror should complete Exhibit A with information related to previous and current services/contracts performed by the offeror's organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.
- 3.2.3 The offeror should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's 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 services requested herein. The offeror should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)
  - f. Insurance (e.g., worker's compensation/unemployment compensation)
  - g. The offeror should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

3.3 **Evaluation and Award Process** - Proposals will be evaluated and awards made as specified below:

3.3.1 **Determination of Lowest Priced Offeror including Consideration of Preferences** – The offeror with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest offeror.

a. *Objective Evaluation of Cost* – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on each offeror's proposed prices for providing the trash collection services and the quantity and size trash receptacle specified herein for twelve (12) months per contract period. For cost evaluation purposes only, six (6) trash collections shall be assumed for each month.
- 2) The evaluation of cost will include the original contract period and any potential renewal periods.
- 3) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 200 = \text{Cost evaluation points}$$

- 4) Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. **Organizations for the Blind and Sheltered Workshop Preference** - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
    - The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
    - The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
    - If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the

organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:

- Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- 2) A list of Missouri sheltered workshops can be found at the following Internet address:  
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
  - 3) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:  
<http://www.lhbindustries.com>  
<http://www.alphapointe.org>
  - 4) Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

3.3.2 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

3.3.3 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive offeror.

- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the offeror or any subcontractor(s) proposed to provide the trash collection services within the past three (3) years, and/or (2) inability of the offeror

to document recent responsible and reliable past experience/performances similar to the services required

- b. If the lowest responsive offeror is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive offeror.

3.3.4 **Determination of Award** - The contract will be awarded to the lowest, responsive, and responsible and reliable offeror determined as specified herein.

**4. PRICING PAGE**

**4.1 Trash Collection Services** - The offeror 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 the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices. (C/S code 91027)

<b>Line Item</b>	<b>Description</b>	<b>Original Contract Period</b> <i>Firm, Fixed Price</i>	<b>First Renewal Period</b> <i>Maximum Price</i>	<b>Second Renewal Period</b> <i>Maximum Price</i>
<b><u>Price Per Month for Trash Receptacle</u></b>				
001	Thirty-four (34) cubic yard capacity roll-off, self-contained, trash compactor	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month
<b><u>Price Per Trash Collection</u></b>				
002	Trash Collection	\$ _____ Per collection	\$ _____ Per collection	\$ _____ Per collection

**EXHIBIT A**

**CURRENT/PRIOR EXPERIENCE VERIFICATION**

The offeror should copy and complete this form documenting the offeror and subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror 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.

<b>Offeror Name or Subcontractor Name:</b> _____	
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>	
Name of Company/Client:	
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**EXHIBIT B**

**MISCELLANEOUS INFORMATION**

**Department of Natural Resources, Landfill Operating Permit Number** – State Permit number for each proposed Solid Waste Processing Facility.

Facility, Name & Location	Permit Number
1.	
2.	
3.	

**Deodorizing/Disinfecting** – Check the method that will be used to deodorize and disinfect the receptacle.

\_\_\_\_\_ On Site Deodorizing/Disinfecting, or  
 \_\_\_\_\_ Actual Replacement of Receptacle

**Personnel** – Provide a list of personnel who will be providing trash collection services at the state agency:

Name of Employee
1.
2.
3.
4.

**Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**EXHIBIT B, continued**

**Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are any of the offeror's proposed products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes _____	No _____
If YES, mark the appropriate exemption below, and provide the requested details: <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Unique good or service.                         <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> </li> <li>2. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country.                         <ul style="list-style-type: none"> <li>• Identify foreign country: _____</li> </ul> </li> <li>3. <input type="checkbox"/> Economic cost factor exists                         <ul style="list-style-type: none"> <li>• EXPLAIN: _____</li> </ul> </li> <li>4. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.                         <ul style="list-style-type: none"> <li>• Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</li> <li>• Specify what contract work would be performed outside the United States: _____</li> </ul> </li> </ol>		

**Registration of Business Name (if applicable) with the Missouri Secretary of State**

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<b><i>Charter Number (if applicable)</i></b>	<b><i>Company Name</i></b>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

EXHIBIT C

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A: To be completed by a non-business entity as defined below.
- BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A - CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing and Materials Management with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT C, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity  
Representative's Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

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

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

**EXHIBIT C, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

*In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)*

_____	_____
<i>Authorized Representative's Signature</i>	Printed Name
_____	_____
Title	Date
_____	_____
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_ I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_  
(NAME OF STATE) (DATE)

_____	_____
<i>Signature of Notary</i>	Date

**EXHIBIT C, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates 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 services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror’s name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_ (if known)

\_\_\_\_\_  
Authorized Business Entity Representative’s Name (Please Print)

\_\_\_\_\_  
*Authorized Business Entity Representative’s Signature*

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT D**

**PARTICIPATION COMMITMENT**

**Organization for the Blind/Sheltered Workshop Participation Commitment** – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop, the offeror must provide the required information in the table below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

<b>Organization for the Blind/Sheltered Workshop Commitment Table</b>		
<i>(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The offeror should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.		Product/Service(s) proposed: ----- RFP Paragraph References:
2.		Product/Service(s) proposed: ----- RFP Paragraph References:

**EXHIBIT E**

**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

*~ Copy This Form For Each Organization Proposed ~*

Offeror Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.*

Indicate appropriate business classification(s):

\_\_\_\_\_ Organization for the Blind \_\_\_\_\_ Sheltered Workshop

Name of Organization: \_\_\_\_\_

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

(or attach copy of certification)

Certification Expiration Date: \_\_\_\_\_

Describe the products/services you (as the participating organization) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization  
(Organization for the Blind or Sheltered Workshop)*

\_\_\_\_\_  
*Date (Dated no earlier than the RFP issuance date)*

**EXHIBIT F****MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing and Materials Management (DPMM) has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs).

**STANDARDS:**

The following standards shall be used by the DPMM in determining whether an individual, business, or organization qualifies as an SDVE:

- Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- Having the management and daily business operations controlled by one (1) or more SDVs;
- Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If an offeror meets the standards of a qualified SDVE as stated above and unless previously submitted within the past five (5) years to the DPMM, the offeror **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

**EXHIBIT F, continued**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed herein pursuant to 1 CSR 40-1.050.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Enterprise Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran  
Business Enterprise

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Date

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

The SDVE offeror should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified herein to the DPMM and therefore have enclosed the SDV's documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the DPMM.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:  
\_\_\_\_\_  
(if applicable and known)

(NOTE: If the SDVE and SDV are listed on the DPMM SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the DPMM within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE and associated SDV from the database.)

**FOR STATE USE ONLY**

SDV's Documents - Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. 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 to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered offerors who received e-mail

notification of the proposal opportunity when the RFP was established and registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

#### 4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

#### 5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### 6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. All vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

#### 7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

## 8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DPMM.

## 9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri 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 for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## 10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

## 11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## 12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

## 13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

## 14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## 15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## 16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

## 17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

## 18. BANKRUPTCY OR INSOLVENCY

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

## 19. INVENTIONS, PATENTS AND COPYRIGHTS

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

## 20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## 21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## 22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

## 23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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