



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

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 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
04/05/2013	Attn: Bruce Kottom Ecolab Inc. 370 Wabasha St. St. Paul, MN 55102	Amendment #002 Y11709163	Pest Control Services for Moberly Correctional Center

CONTRACT # Y11709163 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.7.2 on page 7, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of July 28, 2013 through July 27, 2014.

All terms, conditions and provisions, including prices, of the previous contract period shall remain and apply hereto.

Return of this amendment by the contractor is not required.

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Dave Dormire, Division Director, Division of Adult Institutions

4/15/13

Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Gary Stoll, CPPB
Gary.stoll@doc.mo.gov
573-526-6402
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FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
May 21, 2012	Attn: Bruce Kottom Ecolab Inc 370 Wabasha St St Paul MN 55102	Amendment 001 Y11709163	Pest Control Services for Moberly Correctional Center

CONTRACT CN239003 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.7.2 on page 7 the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of July 28, 2012 through July 27, 2013.

All terms, conditions and provisions of the previous contract period , including prices, shall remain and apply hereto.

Return of this amendment by the contractor is not required.



**THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS
AS FOLLOWS: In its entirety.**

5/22/12

Dave Dormire, Director, Division of Adult Institutions

Date

INVITATION FOR BID

Missouri Department of Corrections
2729 Plaza Drive
P.O. Box 236
Jefferson City, MO 65102

IFB 11709163

Pest Control Services

FOR
Department of Corrections
Moberly Correctional Center

Contract Period: July 1, 2011 thru one year
Date of Issue: May 31, 2011
Page 1 of 29

Bids Must be Received No Later Than:

2:00 p.m., June 23, 2011

For information pertaining to the IFB contact:
Henry Willis, Procurement Officer
Telephone: (573) 522 - 2109
Henry.Willis@doc.mo.gov.

Services procured by the

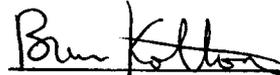
Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO, 65109, or P.O. Box 236, Jefferson City, Missouri 65102. The offeror should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: Ecolab Inc
Mailing Address: 370 Wabasha St
City, State Zip: St Paul Minnesota 55102
Telephone: (651)293-2892 **Fax:** (651)293-2682
Federal EIN#: 41-0231510 **State Vendor#:** 4102315100 0
Email: bruce.kottom@ecolab.com

Authorized Signer's Printed Name and Title Bruce Kottom Sr Government Sales Manager

Authorized Signature:  **Bid Date** 6/17/11

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: **In its entirety**

Contract No. Y11709163

7-28-11


Steve Long, Director - Division of Adult Institutions

Date

The original cover page, including amendments, should be signed and returned with the bid.

**Exhibit A
PRICING PAGE**

Pest Control Services - The bidder shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential renewal period for providing services in accordance with the provisions and requirements specified herein. All costs associated with providing Pest Control Services shall be included in the stated prices.

Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
Bi-Monthly Pest Control Services	\$440.00 per month Line Item 001	\$440.00 per month Line Item 002	\$440.00 per month Line Item 003

NOTE: The Department will calculate the annual cost of the contract per paragraph 4.1.1 to determine the maximum liability to the Department.

For Example: (firm, fixed price) x 12 = Annual Cost

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices.

Net 30 Days % if paid within _____ days of receipt of invoice.

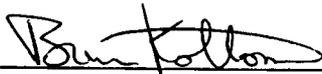
RENEWAL OPTION: The bidder must indicate above the maximum price increase applicable to the renewal option years. If a price is not quoted (i.e. left blank), the Department shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are **NOT ACCEPTABLE**.

Bidder's Name: Bruce Kottom Representing: Ecolab Inc

Address: 370 Wabasha St. City: St Paul State: Mn Zip: 55102

Vendor number (if known): 4102315100 0 Federal Employer ID#: 41-0231510

Email Address: bruce.kottom@ecolab.com Phone: (651)293-2892 Fax: (651)293-2682

Signature: 

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

1. Introduction and General Information

1.1 Introduction

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of pest control services for the Moberly Correctional Center as set forth herein.

1.1.2 This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- a. Introduction and General Information including notification of **Tour of Buildings**
- b. Contractual Requirements
- c. Bid Submission Information
- d. Evaluation and Award Process
- e. Pricing Page
- f. Exhibits A – F
- g. Terms and Conditions

1.2 Background Information

1.2.1 The facility is located at **5201 S. Morley, Moberly Missouri** and is an adult male facility.

1.2.2 The area to be serviced approximate total square footage is listed below:

<u>Building</u>	<u>Approximate Square Feet</u>
Food Service Building	31,620
Food Service – Crawl space	18,000
Food Service – Front Basement	2,000
Administration Building	69,540
Housing Unit 1	59,961
Housing Unit 2	59,961
Housing Unit 3	61,460
Housing Unit 4	14,447
Food Service Warehouse	16,128
Canteen	2,000

1.3 Contact

1.3.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

1.3.2 Bidders are cautioned not to contact any other employees of the Department of Corrections concerning this procurement during the competitive and evaluation processes. **Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.**

1.4 Tour of Buildings

1.4.1 A tour of the buildings located at **5201 S. Morley, Moberly, MO** will be held Wednesday, 8 June, 2011 beginning promptly at 10:00 a.m. The purpose of the tour is to allow potential bidders an opportunity to inspect the building prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential bidders attending the tour will be

maintained for verification purposes. The bidder should contact Carolyn Thompson at 660-263-3778 **no later than Friday, 3 June, 2011 at 4:00 p.m. to register for the tour.**

- 1.4.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the buildings and any other existing condition, factor, or item that may affect or impact the performance of service described and required in the Contractual Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.
- 1.4.3 Bidders are strongly encouraged to advise the Department of Corrections, at least five (5) days prior to the scheduled tour of the buildings, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements

- 2.1.1 The contractor shall provide pest control services for the buildings located at **5201 S. Morley, Moberly, MO** for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor shall provide services during normal business hours of 8:00 a.m. through 4:00 p.m., Monday through Friday, or at time mutually agreeable to the contractor and the Department. The contractor must perform all pest control services as required herein in a manner satisfactory to and acceptable by the Department in order to provide a pest free environment for the buildings, the buildings' contents, and the buildings' residents and employees. In the event that services are not satisfactorily performed, the contractor shall, within twenty-four (24) hours after notification, provide additional follow-up service at no charge to the Department.
- 2.1.3 The contractor shall agree and understand that the Department shall assign a contact person (hereinafter referred to as the "designated representative"). Prior to each service call, the contractor shall report to the designated representative to sign in and pick up the tickets indicating the areas that need attention. The Department reserves the right to have a Department employee accompany the contractor during the performance of the contractor's duties.
- 2.1.4 The contractor shall provide services for all areas described in section 1.2 of this document. However, at any time during the effective period of the contract, the Department reserves the right to change, add to, or delete areas of the buildings for which the contractors shall provide services. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.
- 2.1.5 The contractor shall provide all labor, supervision, materials, etc. necessary for performing the requirements of the contract.
- 2.1.6 The contractor shall at all times show consideration of the special needs of the residents of the Department facility and shall assure that no harm will result to residents and employees from the contractor's services.

2.2 Equipment and Supply Requirements

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment necessary to perform the requirements of the contract.

- 2.2.2 The contractor shall use chemicals that conform to federal, state and local requirements. The contractor must be in compliance with all provisions of chapter 281 RSMo, Missouri Pesticide Use Act, applicable to the contractor's service for the contract.
- 2.2.3 Products, Supplies, and Materials, hereinafter also referred to as "products" – The contractor shall agree and understand that the Department shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
- a. Environmentally Preferable - In the performance of the services required herein, the contractor should use environmentally preferable products, unless specified elsewhere.
- 1) For the purposes of the contract, "environmentally preferable" shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.
- 2.2.4 Prior to the contractor's use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet (MSDS) for each such product/chemical. The contractor must maintain a file of the MSDS with the Fire & Safety Officer on site. The MSDS shall become the property of the State of Missouri.
- 2.2.5 The contractor shall take all necessary precautions to prevent injury to humans and property and to prevent environment damage. The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.

2.3 Specific Service Requirements

- 2.3.1 The contractor shall provide pest control services using one, some or all of the following methods as necessary to provide optimum control:
- a. Crack and crevice treatment
 - b. Spot application
 - c. Ultra-low volume application
 - d. Residual treatment
 - e. Insect baits (fly strips)
 - f. Covered bait stations for rodent control
 - g. Glue traps for insects and small rodents (must be non-toxic)
- 2.3.2 The contractor shall provide pest control services necessary to control pests, including but not limited to, the following:
- | | |
|---------------------------------|-------------|
| Rats, both indoors and outdoors | Flies |
| Mice, both indoors and outdoors | Mosquitoes |
| All species of Roaches | Springtails |
| Ants | Water bugs |
| Silverfish | |

- 2.3.3 The contractor shall treat all areas of the facility as needed to control pests. Areas requiring **special attention** include the following:

All food service areas	Dining areas
Canteen areas	Warehouse (Food Service Section)

Equipment and storage closets
Culinary Arts area

Break rooms and Visiting rooms

- 2.3.4 The contractor shall provide initial treatment of all specified areas and shall provide routine treatments in accordance with the minimum service schedule outlined as follows:
- 2.3.5 **BI-MONTHLY REQUIREMENTS:** The contractor shall treat the Food Service building to include the kitchen and offender dining area, offices, basement, main warehouse and the staff dining area. The contractor must coordinate the exact timing of routine services with the Department in order to pose the least disruption and discomfort to the offenders and employees of the institution.
- 2.3.6 **ADDITIONAL REQUIREMENTS:** The contractor shall treat all Housing Unit common areas, the Administration Building and Canteen on an alternating schedule during the bi-monthly visits.
- 2.3.7 In the event that treatment is required to eliminate re-infestation, the contractor shall treat the entire building(s) to preclude the re-infestation of pests.
- 2.3.8 The contractor shall alternate chemicals used for subsequent treatments to preclude possible resistance by pests to a particular chemical. The contractor shall not use poison or poisonous bait for rodent control.
- 2.3.9 The contractor shall perform all services in a safe manner and in accordance with the most modern and professional pest control procedures recommended by the National Pest Control Association.
- 2.3.10 The contractor must be in compliance with chapter 281RSMo, Missouri Pesticide Act of 1974, and license and certification shall be for the category applicable to service required. The contractor must state the Missouri Department of Agriculture certified applicator license number and expiration date on the form attached as **Exhibit B** to record and submit this information.

2.4 Personnel and Security Requirements

- 2.4.1 The contractor understands and agrees that by signing the IFB, the contractor certifies the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable state and federal laws. If the contractor is found in violation of this requirement or the applicable state, federal, and local laws and/or 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 of Missouri 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.
 - b. The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local enforcement agencies.
 - c. The contractor shall enroll or maintain enrollment and participate in E-Verify, a federal work authorization program, with respect to the employees working in connection with the contracted services included herein.
- 2.4.2 Offenders under active federal or state felony or misdemeanor supervision must receive written Division Director approval prior to becoming a contractor/employee on an agency contract. Contractors/employees with prior felony convictions and not under active supervision must receive written Division Director or designee approval in advance.

- 2.4.3 The Department reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The Department also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.
- 2.4.4 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.4.5 The contractor's personnel shall only be allowed in work areas to which they are assigned.
- 2.4.6 No person who is currently under the supervision of the federal government, any state or county, or being supervised by a municipal correctional agency for a conviction of moral turpitude shall be assigned to or provide services pursuant to the contract. Any person who has been convicted of a felony or misdemeanor shall receive approval of the Department Division Director prior to being assigned to provide services. These prohibitions included contractor, the contractor's designee and employees of the contractor.
- a. The Department and/designated representative shall have the right to disapprove access to the building to any of contractor's employees for any reason.
- 2.4.7 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture ID tag at all times.
- 2.4.8 The contractor's personnel shall not loiter in the building(s) nor smoke anywhere in the building(s), including any interior loading dock area.
- 2.4.9 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the building(s).
- 2.5 Reporting Requirements**
- 2.5.1 Upon performing any service required herein, including but not limited to any of the weekly or monthly services, the contractor shall present a report to the designated representative indicating areas serviced, infestation(s) present and the corrective action taken.
- 2.5.2 The contractor shall inform the Department's designated representative regarding safety precautions, if any, that should be exercised when using a recently treated area.
- 2.6 Payment and Invoicing Requirements**
- 2.6.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACT/EFT Application, since the State of Missouri intends to make contractual payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and complete instructions from the Internet at: <http://oa.mo.gov/purch/vendor.html>.
- 2.6.2 All payment terms shall be as stated in the terms and conditions of this contract. The contractor shall submit a monthly invoice to the Department. The contractor must include the fixed monthly prices, the location and the dates of service on each monthly invoice. Each invoice must be uniquely numbered and should contain the

purchase order number for prompt payment. Payment of invoices not containing this information may be delayed. Invoices may be sent to:

Address: Missouri Department of Corrections
Attn: Accounts Payable
P O Box 236
Jefferson City, MO 65102

Electronic invoices may be emailed to doc.payables@doc.mo.gov. Emailed invoices should include the purchase order number in the subject line for prompt payment. Payment of invoices not containing this information may be delayed.

2.6.3 Payment - After the Department approves the invoice and services provided during that month, the contractor shall be paid as described below.

a. Any change to the contract, including square footage, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the contractor and the Department. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the Department, acts, and/or oral communication by or from any person, shall be used or construed as an amendment of modification to the contract.

2.6.4 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.7 Other Contractual Requirements

2.7.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department acceptance of the bid by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

a. A notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

b. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.

2.7.2 Contract Period - The original contract period shall be as stated on page 1 of the IFB. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods. In the event the Department 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.

2.7.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable renewal periods stated on **Exhibit A, 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 period.

- b. The Department does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated on **Exhibit A, Pricing Page**.
- 2.7.4 Termination - The Department 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 just and equitable compensation for services delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.7.5 Liabilities:
- a. 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.
 - b. The contractor shall be responsible for any and all injury or 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 to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act.
 - 1) The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, 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.
 - 2) However, 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 assigns.
- 2.7.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or its 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.
- a. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its residents, and the general public against any loss, damage, and/or expenses related to his/her performance under the contract. The insurance coverage shall include, but not necessarily be limited to, general and professional liability. The contractor shall provide written evidence of the insurance to the Department. Such evidence shall include, but not necessarily be limited to: effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representative of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. **The evidence of insurance coverage must be submitted before or upon award of the contract.** In the event the insurance coverage is cancelled, the Department must be notified immediately.
- 2.7.7 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. 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. 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- a. Pursuant to section 285.530 (1) 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 section 285.530 (1) RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of section 285.530 (1) RSMo and;
- 2) shall not henceforth be in such violation and;
- 3) 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.

2.7.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the 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.

2.7.9 Deficiency Notice - The contractor shall understand and agree that if the Department, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any Department facility are unacceptable, the Department shall provide written notice to the contractor's authorized representative which states the deficiencies. The Department shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

- a. Evidence of a deficiency shall be recognized by the Department as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute.
- b. The delivery of a deficiency notice must be verifiable by either party through a confirmation memorandum, an entry into formal meeting minutes, and/or a certified letter (with return receipt request).
- c. Upon receipt of the notice of deficiency, the contractor shall have ten (10) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the ten-day period.
- d. Such provisions concerning the providing of deficiency notices shall be in addition to the provisions contained elsewhere herein concerning notice provided to the contractor regarding issue of contractual breach.

2.8 Severability

2.8.1 If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

2.9 Affidavit of Work Authorization and Documentation

2.9.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigration Responsibility Act (IIRIRA) and INA Section 274A.

2.9.2 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.

2.9.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local laws enforcement agencies.

2.9.4 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:

- a. 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
- b. Provide to the Department the documentation required Exhibit F, 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
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.9.5 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.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids

3.1.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

- a. It is the bidder's sole responsibility to provide sufficient information to demonstrate that the bidder has the necessary knowledge, experience, and resources to accomplish the requirements.
- b. By submitting a bid, the bidder agrees to furnish all services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained herein.

3.2 Compliance with Terms and Conditions

- 3.2.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

3.3 Firm Fixed Pricing - The bidder shall submit **firm fixed pricing** on the Pricing Page.

- a. The prices bid shall remain valid for 90 days from bid closing date unless otherwise indicated.
- b. Pricing shall be considered firm for the duration of the contract period.

- 3.3.1 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.

3.4 Discounts for Prompt Payment

- 3.4.1 The bidder should complete the "Terms" section on **Exhibit A**, Pricing Page.

3.5 Vendor Information Data Form

- 3.5.1 The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 4-09, this form can be downloaded at <http://doc.mo.gov/contracts.pfp> and submitted with the bid response, mailed or faxed to the numbers indicated on the form, or emailed to doc.vendorinfo@doc.mo.gov.

4. EVALUATION AND AWARD PROCESS

- 4.1 **Evaluation Process** - Bids shall be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

- 4.1.1 The cost evaluation shall be based on a total annual cost determined by using the firm fixed month cost stated on the **Exhibit A**, Pricing Page for the original contract period and each potential renewal period multiplied by twelve (12). The totals of all three years will be added together to arrive at the total bid price.

- a. Evaluation of Cost – The cost evaluation shall be computed as follows:

$$\frac{\text{Lowest Responsive Bid Price}}{\text{Compared Bid Price}} \times 100 + \text{earned preference points} = \text{Total Cost Evaluation Points}$$

- b. **Note: The prompt payment discount terms will not be used in any cost calculations.**

- 4.1.2 The bidder should complete and return **Exhibit B**, miscellaneous information.

4.1.3 The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department of Corrections reserves the right to clarify any and all portions of any bidder's offering.

4.2 Missouri Service-Disabled Business Preference

4.2.1 Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit **Exhibit C**, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed **Exhibit C** and the documentation specified on **Exhibit C** in accordance with the instructions provided therein, no preference points will be applied.

4.3 Preference for Organizations for the Blind and Sheltered Workshops

4.3.1 Pursuant to section 34.165, RSMo, a ten (10) bonus point preference shall be granted to bidders 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.

4.3.2 In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- a. The bidder 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.
- b. 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 bidder'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.
- c. If the bidder 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 bidder must provide the following information with the bid:
 - Participation Commitment - The bidder 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate - The bidder must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed 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 bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit D**, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

- d. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
- e. The websites for the Missouri Lighthouse for the Blind and the Alpha Pointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- f. ***Commitment – If the bidder's bid is awarded, the participation committed to by the bidder on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.***

4.3.3 The Blind/Sheltered Workshop Preference required under section 34.165, RSMo, allows for ten (10) bonus points to a qualifying vendor. If the lowest priced bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

4.4 **Determination for Award** - The contract shall be awarded to the highest number of points and responsible bidder in accordance with the requirements specified herein.

EXHIBIT B

MISCELLANEOUS INFORMATION

Employee Bidding/Conflict of Interest

Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %

Missouri Department of Agriculture Certified Applicator license – State license number and expiration date:

License Number C-15434

Expiration Date 05-31-2012

Personnel – Provide a list of employees who will be providing pest control services at the Chillicothe Correctional Center (Use additional sheets if necessary).

1. Byron Jones

2. Dale Soendker

3. _____

4. _____

5. _____

EXHIBIT C

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

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

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

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

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

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

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

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

Veteran Information

Business Information

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

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT D
PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the bidder commits to use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (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.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1.	
2.	

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the bidder's bid.

~ Copy This Form For Each Organization Proposed ~

Bidder 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 bidder identified above.

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind _____ Workshop

Name of Organization _____

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

Date

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

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|----------------------|--|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has already submitted documentation with a notarized date on or after September 1, 2009 , to 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 utilizes 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 _____ (Bid 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 Missouri Department of Corrections 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 F, continued

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 bidder must perform/provide the following. The bidder should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: 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 OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder'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 F, continued

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Ecolab Inc _____ (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 bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security - Verification Division.
- ✓ A completed, notarized Affidavit of Work Authorization signed and dated on or after **September 1, 2009.**

Please see enclosed information, regarding E-Verify for Ecolab

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted; State of Missouri, Jackson County

(*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: State 6/23/10, Jackson 3/01/11

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: State B1Z10220, Jackson RFP #6-11

(if known)

Bruce Kottom

Authorized Business Entity Representative's Name
(Please Print)

149905

E-Verify MOU Company ID Number

Ecolab Inc

Business Entity Name



Authorized Business Entity Representative's Signature

bruce.kottom@ecolab.com

E-Mail Address

6/17/11

Date

FOR STATE USE ONLY:

Documentation Verification Completed By:

Buyer

Date

STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the Missouri Department of Corrections (DOC).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the DOC. 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 bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DOC to potential bidders 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. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid 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 procurement operations of DOC.
- 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 DOC.
- 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 IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize 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/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB 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 DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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. Some IFBs are available for viewing and downloading on the department's Website.
- f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, 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 bidder 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 bid. In addition, the bidder 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid 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 IFB.
- e. In the event that the bidder 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 IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DOC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB 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 IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder 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 bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.
- e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DOC will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DOC 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 bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made 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 bidder and request clarification of the intended bid. 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 a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
- c. The bidder 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 IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC 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 DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo following the official opening of bids.
- k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB 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 DOC 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 DOC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The DOC 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 DOC reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

- a. 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.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

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 DOC 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 DOC'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 DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (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. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri 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 bid 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 DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC 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 DOC 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 DOC 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 DOC.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC 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 DOC 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 DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC 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 DOC 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.
- e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/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 bidder/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 DOC immediately.
- b. Upon learning of any such actions, the DOC 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 DOC, 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 DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC 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 bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid 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.

E-Verify

Employment Eligibility Verification



Welcome Sarah McPherson User ID SMCP2274 Last Login 11:29 AM - 06/21/2010 Log Out

i You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

Previous Next

State	Number of Hiring Sites
MINNESOTA	1
MISSOURI	1
RHODE ISLAND	1

Previous Next

Next Cancel

Home

My Cases

New Case

View Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company ID Number: 149905

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Ecolab, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The 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 the E-Verify program or such other persons or entities who may be authorized by the 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 establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer 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 a manual (the E-Verify 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 a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, 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 and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish 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 work days of the initial inquiry.

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8. DHS agrees to establish 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 in a prominent place that is clearly visible to prospective employees.

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 E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- 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 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 the Department 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.

6. 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, 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 5 above; (2) a

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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 \$500 and \$1,000 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 any 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 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.

7. The Employer agrees to initiate E-Verify verification procedures 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 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 period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. 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 the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. 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.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's 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 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

12. 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.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

14. The Employer acknowledges that the information which it receives 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.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE 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 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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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 THE DEPARTMENT OF HOMELAND SECURITY

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 alien who provides a document for which the automated system has transmitted a photo, the employer must print the 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

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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 the Department through its toll-free hotline 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.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer 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 for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

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 manual. Even

Company ID Number: 149905

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if 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 Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. 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.

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 Employer, its agents, officers, or employees.

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 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 Employer.

The employer understands that the fact of its 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, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

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

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Ecolab, Inc.

Sarah McPherson

Name (Please type or print)

Title

Electronically Signed

09/05/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 149905

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed
Signature

09/05/2008
Date

Company ID Number: 149905

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Ecolab, Inc.

Company Facility Address: 370 Wabasha St. N.
Saint Paul, MN 55102

Company Alternate Address:

County or Parish: RAMSEY

Employer Identification Number: 410231510

North American Industry
Classification Systems Code: 325

Parent Company: Ecolab, Inc.

Number of Employees: 10,000
and
over Number of Sites Verified for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- RHODE ISLAND 1 site(s)
- MINNESOTA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Sarah K McPherson**
Telephone Number: **(651) 293 - 2230** Fax Number: **(651) 225 - 3304**
E-mail Address: **sarah.mcperson@ecolab.com**

MEMORANDUM OF INSURANCE	DATE 17-Jun-2011
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <http://www.marsh.com/moi?client=0894>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER Marsh USA Inc. ("Marsh")	COMPANIES AFFORDING COVERAGE	
	Co.A National Union Fire Insurance Company	
	Co.B Ins. Co. of the State of Pennsylvania	
	Co.C New Hampshire Ins. Co.	
INSURED Ecolab Inc. 370 North Wabasha Street St. Paul, Minnesota 55102 United States	Co.D	

COVERAGES

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 MEMORANDUM 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.

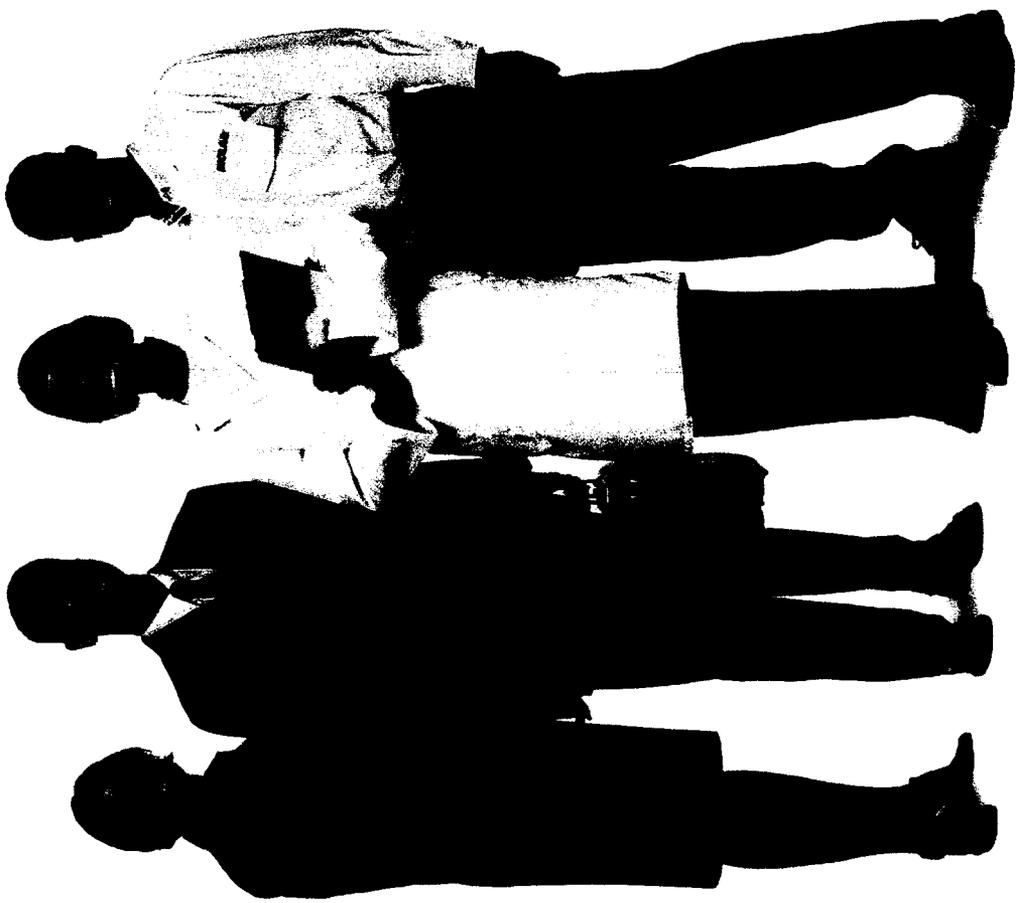
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE	GL4406101	31-Dec-2010	31-Dec-2011	GENERAL AGGREGATE	USD 6,000,000
					PRODUCTS - COMP/OP AGG	USD 15,000,000
					PERSONAL AND ADV INJURY	USD 3,000,000
					EACH OCCURRENCE	USD 3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 500,000
					MED EXP (ANY ONE PERSON)	
A A A	AUTOMOBILE LIABILITY ANY AUTO	CA3976798 (AOS) CA3976799 (MA) CA3976800 (VA)	31-Dec-2010 31-Dec-2010 31-Dec-2010	31-Dec-2011 31-Dec-2011 31-Dec-2011	COMBINED SINGLE LIMIT	USD 5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
C C B B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE INCLUDED	WC026150025 (AOS) WC026150026 (CA) WC026150027 (OR) WC026150028 (MA)	31-Dec-2010 31-Dec-2010 31-Dec-2010 31-Dec-2010	31-Dec-2011 31-Dec-2011 31-Dec-2011 31-Dec-2011	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD 2,000,000
					EL DISEASE - POLICY LIMIT	USD 2,000,000
					EL DISEASE - EACH EMPLOYEE	USD 2,000,000
C	WORKERS' COMPENSATION	WC026150029 (FL)	31-Dec-2010	31-Dec-2011		USD 2,000,000

C	WORKERS' COMPENSATION	WC026150030 (WI,WV) (Incl Stop Gap ND,WA,WI,WY)	31-Dec-2010	31-Dec-2011		USD 2,000,000
C	WORKERS' COMPENSATION	WC026150031 (TX)	31-Dec-2010	31-Dec-2011		USD 2,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

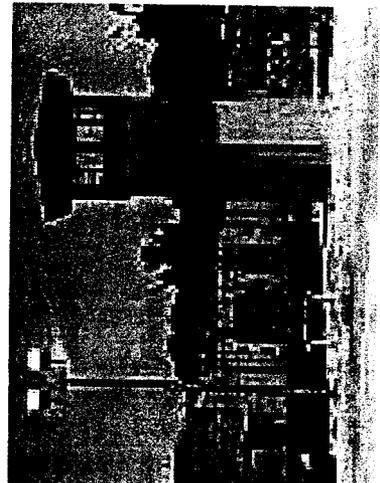
MEMORANDUM OF INSURANCE		DATE
		17-Jun-2011
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via http://www.marsh.com/moi?client=0894. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED Ecolab Inc. 370 North Wabasha Street St. Paul, Minnesota 55102 United States	
ADDITIONAL INFORMATION The following entities are included as Named Insureds: GCS Service, Inc., a subsidiary of Ecolab Inc. Kay Chemical Company, a subsidiary of Ecolab Inc. Microtek Medical Holdings, Inc. Ecovation, Inc. Food Safety Specialists Inc., a subsidiary of Ecolab Inc. ***** If required by contract or agreement, additional insured status is provided under the General Liability policy as respects the operations of Ecolab except for the negligence of the additional insured, its agents, assigns or employees. ***** WC1192358 Excess Workers Compensation (OH) statutory limits - coverage excess of \$1M SIR - National Union Fire Insurance Company		
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.		

ECOLAB PEST ELIMINATION



MISSOURI DEPARTMENT OF
CORRECTIONS

MOBERLY FACILITY



ECOLAB®

Why Customers Choose Ecolab Pest Elimination

Through our commitment to delivering Service Excellence, Ecolab inspires confidence your business is protected from pests, so you can focus on your business.

- Proactively eliminate the pests you are concerned about
- Understand your business and care about your success
- Educate your staff to prevent pest problems before they occur
- Communicate with you regularly, providing information you need



Discover the Difference Customer Responsiveness and Care

Ecolab Pest Elimination



Our Service Specialists

- ▲ Trained to work in high secure environments
- ▲ Spend the time it takes to do the job right -- the first time
- ▲ Provide consistency in service
 - Providing secure and safe pest management

Live Customer Support

- ▲ 24 hours a day
- ▲ 7 days a week
- ▲ 365 days a year



Other Providers

- ▲ Technicians manage over 250 accounts per month – in both residential and commercial
- ▲ Use a voicemail system for after hours and weekend support, leaving you wait while pests disrupt your business



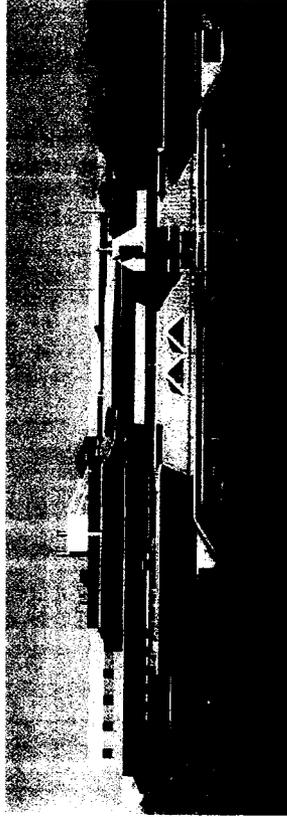
ECOLAB[®]

Discover the Difference

Industry-leading Innovation, Science-Based Solutions

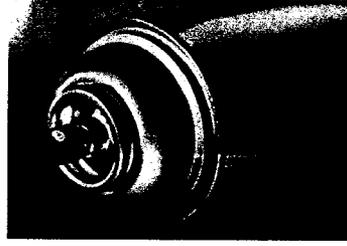
Ecolab Pest Elimination

- ▲ Continually introduce more effective pest solutions that reduce your risk and lowers environmental impact
 - Over 120 active patents
 - 125 lab and field tests conducted annual



Other Providers

- ▲ Limited resources dedicated to research and development
- ▲ Slow adoption of the most effective pest management protocols and technology

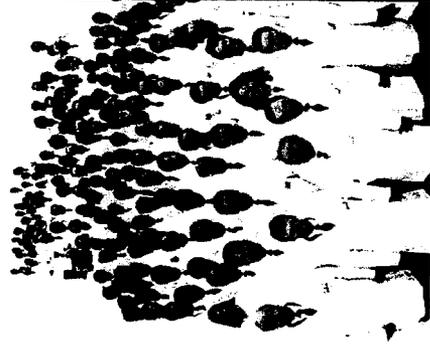


ECOLAB[®]

Discover the Difference Expertise

Ecolab Pest Elimination

- ▶ Local coverage – backed by industry leading expertise in Correctional settings
- ▶ Technical support regionally located
- ▶ All Service Specialists are 100% background checked
- ▶ Certified by the State and National Pest Management Association



Other Providers

- ▶ Hire seasonal employee
- ▶ Receive limited formalized training

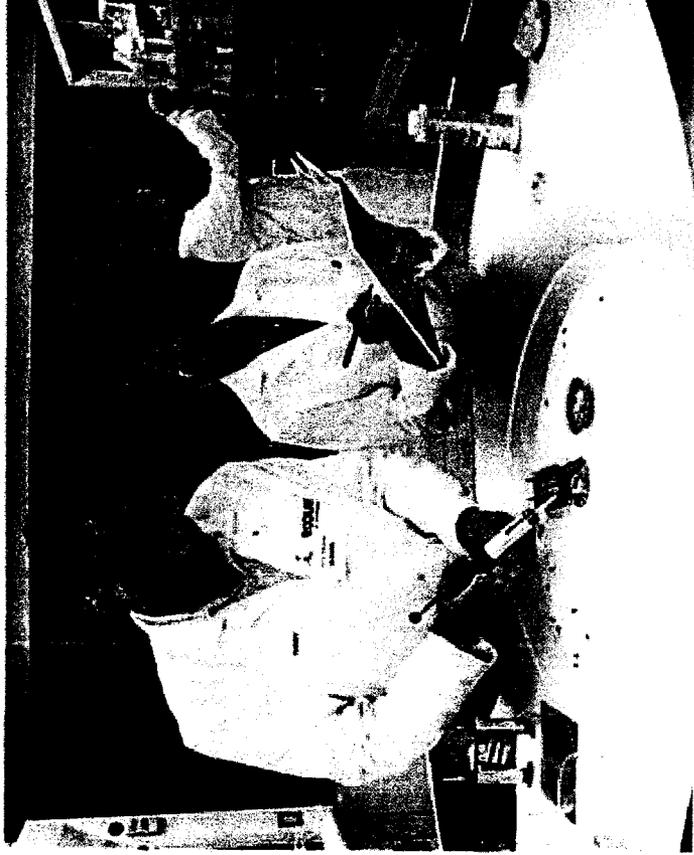
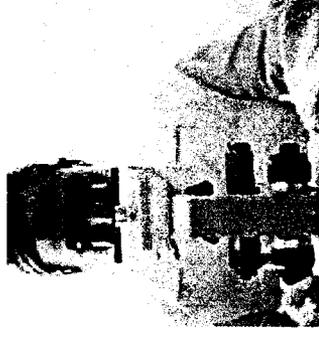


ECOLAB

Leading the industry through innovation and expertise

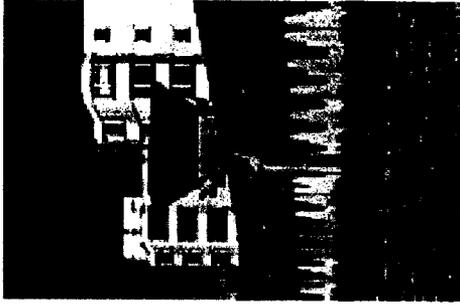
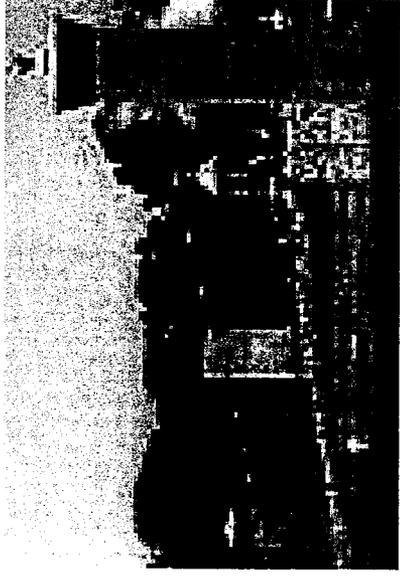
Cutting-edge solutions

- ▲ World-class R&D facilities across the globe -- 7 Global Technical Centers
- ▲ 700 worldwide R&D associates, many with doctorates in microbiology, entomology, chemistry and food science
- ▲ Food safety and public health expertise
- ▲ Over 2,800 active U.S. and Foreign patents
- ▲ Product and technology innovation driven by customer needs
- ▲ More than \$100 million invested annually in R&D



ECOLAB[®]

A trusted partner, Ecolab
services many Federal, State and County
Prisons throughout the US.

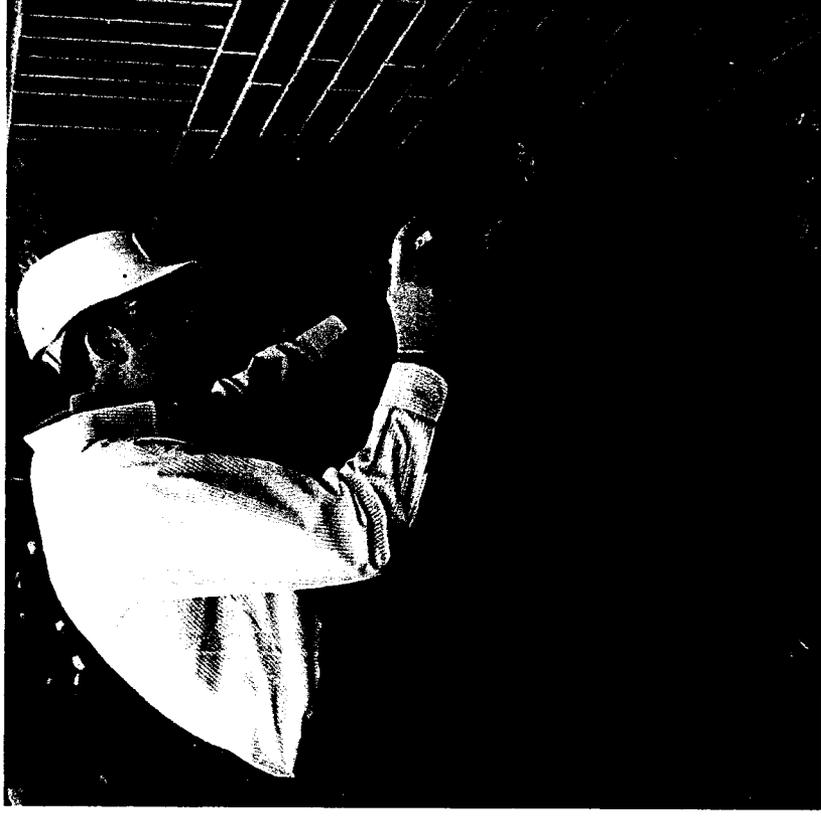


ECOLAB

Proactive protection outside and in

Outside-in approach helps prevent infestations from taking hold

- ▲ First we eliminate all existing infestations, using advanced, proprietary tools and systems available only from Ecolab
- ▲ Then we build a barrier of protection outside your facility, to help keep pests from entering
- ▲ Regular and thorough inspections guard against future infestations
- ▲ Effective systems provide added protection – to help eliminate any pests that do get inside



ECOLAB[®]

Pest reporting

Supporting you with the information you need

- ▲ Ecolab's communications technology generates *monthly service reports and invoices on site*
- ▲ Personalized web reporting provides *easy, instant, secure access to service report information*
- ▲ *Monthly exception reports highlight which facilities have pest challenges*
- ▲ *Bi-annual quality assurance surveys proactively assess satisfaction*



Service Information Capture

Form with various fields and text, including a header section and a list of items.

Table with columns for 'ABC FOODS INC' and 'Summary Of Issues'. The table contains multiple rows of data, including dates and issue descriptions. The ECOLAB logo is visible in the bottom right corner.

Comprehensive protection against pests

Ecolab covers all the pest issues you face

COCKROACHES



RODENTS



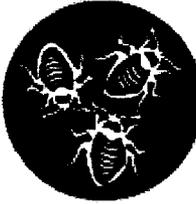
LARGE FLIES



SMALL FLIES



BED BUGS



ANTS



BIRDS



TERMITES



EXCLUSION



AIR QUALITY



ECOLAB

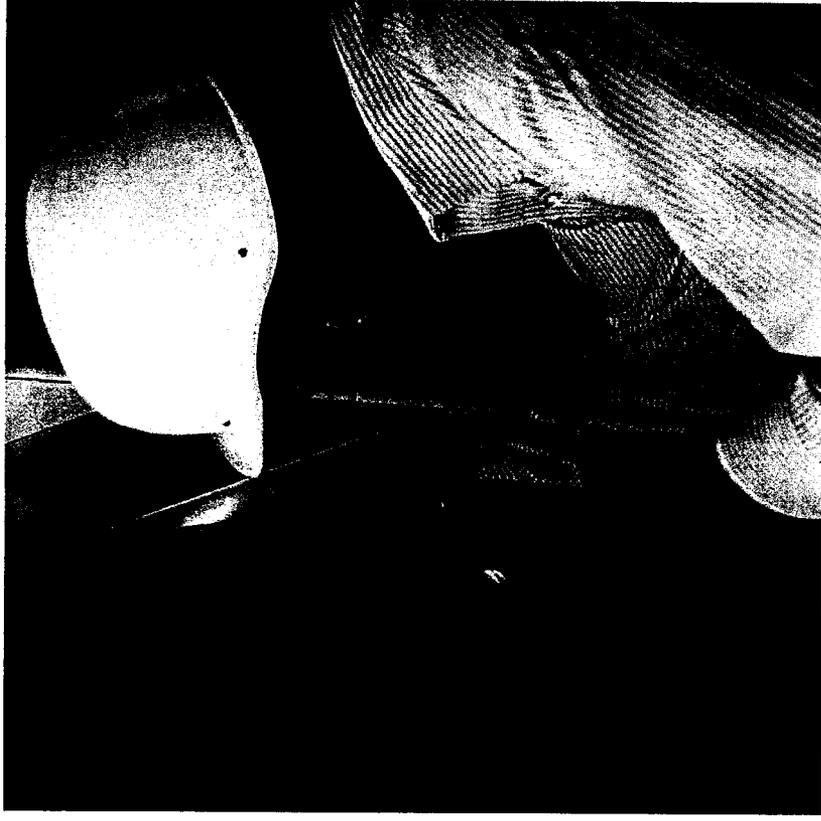


Ecolab Cockroach Program

Comprehensive elimination and proactive prevention
provide ongoing protection

A single pair of breeding cockroaches
can infest your facility
with more than 1 million offspring
in less than one year.

- ▲ Proven process eliminates cockroach infestations with in inmate populations
- ▲ Monthly maintenance using proprietary baits and a scientifically-proven protocol helps prevent recurrence
- ▲ Educational materials informs staff of preventative measures to help keep cockroaches from infesting



ECOLAB[®]



Ecolab Cockroach Program

Proprietary baits and monthly inspections help prevent infestations from recurring

- ▲ Experienced Ecolab Service Specialists know where to look for signs of infestations
- ▲ Proprietary baits are strategically placed in known harborage areas, providing effective yet low-impact protection
- ▲ Food areas can be serviced when closed and inmate cell blocks can be inspected during the daytime hours



ECOLAB



Ecolab Rodent Program

Integrated system proactively helps protect your facility
— and brand



- ▲ Exterior and interior defense systems help keep rodents out
- ▲ Proprietary traps eliminate discreetly and safely
- ▲ Ongoing inspection, monitoring and documentation prevent future problems
- ▲ Educational materials inform staff how to identify and avoid rodent activity



ECOLAB



Ecolab Ant Program

Customized program intercepts ants and crawling insects before they enter your building

Once an ant finds food, it lays down a scent as it returns to the nest, so other ants will pick up this scent and flock to the food source.

- ▲ Perimeter inspections
- ▲ Customized treatment protocols
- ▲ Proactive treatment and consultation
- ▲ Service Specialists are trained to identify ant species, to ensure the most effective treatment methods are applied
- ▲ Liquid and granular perimeter treatments provide fast knockdown and create a long-lasting barrier against ants and other crawling insects
- ▲ Targeted bait applications in high-activity areas help provide continuous protection

ECOLAB





MISSOURI DEPARTMENT OF AGRICULTURE
PESTICIDE PROGRAM
PO BOX 630
JEFFERSON CITY, MO 65102

CERTIFIED COMMERCIAL APPLICATOR LICENSE

This license is only valid for use by the person named below.
NON TRANSFERABLE (Category Titles On Reverse Side)

CATEGORY: 7A 7B 7C

SOENDKER, DALE R
ECOLAB PEST ELIMINATION
2604 S. KENTUCKY
SEDALIA, MO 65301

License No:
C5150

License Expires:
10-31-2011

Recertified until:
10-2011

DR. JON HAGLER, DIRECTOR

JOHN M. BRUNNERT, SUPERVISOR



MISSOURI DEPT OF AGRICULTURE
PESTICIDE PROGRAM
PO BOX 630
JEFFERSON CITY, MO 65102

CERTIFIED COMMERCIAL APPLICATOR LICENSE

**NON TRANSFERABLE
CATEGORY: 7A**

License No:
C15434

JONES, BYRON L
ECOLAB
18974 FARRIS CIRCLE
BOONVILLE, MO 65233

License Expires:
05-31-2012
Recertified until:
05-2013

DR. JON HAGLER
DIRECTOR

JOHN M. BRUNNERT
SUPERVISOR



MOBERLY DOC SCOPE OF SERVICE

Ecolab Inc.

Founded in 1924, Ecolab Inc. is the world leader in cleaning and sanitizing products and services. Ecolab is a Fortune 500 company with 12 operating divisions operating in 160 countries headquartered in St. Paul Minnesota. Ecolab is committed to assisting customers worldwide with their unique needs by providing them with comprehensive, value-added solutions and professional, personal service. With more than 14,000 sales-and-service experts, Ecolab employs the industries largest and best-trained direct sales-and-service force, which advises and assists customers in meeting a full range of cleaning, sanitation and service needs.

The Pest Elimination Division, in operation since 1986, has grown to be the largest commercial pest elimination company in the U.S. There are over 1800 dedicated service associates throughout the continental United States, Hawaii, Puerto Rico, Canada, and Mexico.

The Division's national service organization consists of 14 geographic regions. All service personnel are Ecolab employees providing personal, local service. At the same time, an extensive support system, and a nationwide network of experts back each associate.

Research and Development is the key to the Division's innovative approach to the entertainment industry. Our R&D organization has developed patented technology and application systems, which are used exclusively by Ecolab. Innovations such as our Eliminator III, Stealth Fly System, and Checkpoint Bait Station ensure maximum results with minimal use of pesticides.

Certified Service Specialists

Trained and certified service specialists are the keys to the success of the Ecolab program. Ecolab's highly structured first year training includes:

- An 18 part Technical Skills Course
- Ecolab training academy
- Field training
- NFPA Certification
- State Certification

Ecolab Customer Service: 1.800.325.1671



As part of this training process, service specialists are supplied with extensive reference and support materials. Our service specialists receive on going industry training. Another key factor in our service specialists' effectiveness, in addition to training, is the Ecolab technology and equipment provided and carried on their service vehicle.

SERVICE APPROACH

Ecolab Pest Elimination provides to its customers a comprehensive service approach which includes:

- ▲ **Proactive Solutions:** Using proprietary protocols supported by science and an outside-in approach, Ecolab helps to achieve elimination and prevention of covered pests and protect our customers' facilities.
- ▲ **Integrated Methods:** Highly-trained and professional Service Specialists provide customers with services which may include: inspection, pest monitoring, sanitation and structural recommendations, mechanical trapping, and biological and targeted product applications.

SANITATION AND STRUCTURAL RECOMMENDATIONS

- ▲ Each regular service visit includes a sanitation and structural inspection of the covered service zones as listed below.
- ▲ Ecolab will inform the customer of existing sanitation or structural conditions found by Ecolab which can contribute Pest activity or to an infestation of a Pest.
- ▲ Findings and recommendations will be reported in Ecolab's Service Reports.

CUSTOMER PARTNERSHIP

To maintain a pest free environment a partnership must include but not limited to the following items:

- ▲ Communicates with Ecolab about pest activity or concerns which occur between regular service visits.
- ▲ Provides access to all areas of the facility, including locked areas.
- ▲ Allows adequate time for service when no other conflicting activities may be performed.
- ▲ Promptly corrects structural issues.
- ▲ Consistently practices good sanitation procedures.
- ▲ Prepares the facility for services per Ecolab instruction.
- ▲ Performs proper post-service cleaning as directed by Ecolab's Service Specialist.
- ▲ Does not move, destroy or alter Ecolab supplied equipment.

SERVICE COMMUNICATION AND RESPONSE TIME

- ▲ **Ecolab Customer Service:** Customer may contact Ecolab regarding Covered Pest activity or other pest concerns which occur between regular service visits by calling **1.800.325.1671**. Customer Service representatives are available 24 hours a day, seven days a week, 365 days a year.
- ▲ **Call Back:** An Ecolab representative will call customer back within one hour after customer calls Ecolab's Customer Service to report a pest issue.
- ▲ **On-site Assessment:** If, at the time of the call back, it is determined that a matter needs immediate attention, then Ecolab will be at customer's facility within 24 hours or at a time mutually agreed upon by customer and Ecolab.

Ecolab Customer Service: 1.800.325.1671



- ▲ **Emergency Services:** Emergency services are available 24 hours a day, seven days a week, 365 days a year.
- ▲ **Service Reports:** Ecolab will provide a written, detailed service report to customer after each service visit. Service report information includes: pest activity found at the time of service, product applications and equipment installation, if any, and preparation, sanitation or structural concerns or recommendations. Ecolab's service report is recorded using an electronic documentation system which generates an on-site report. Service reports may also be available electronically on-line or via email.
- ▲ **Customer Logbook:** Ecolab maintains an on-site logbook at each customer facility. A logbook will contain the facility's service history and required safety information, including:
 - Copies of Ecolab's Service Reports.
 - CD or hard copies of product labels and Material Safety Data Sheets (MSDS).
 - Printed materials or forms required by applicable federal, state and local regulations.
 - Other relevant information concerning the services provided at customer's facility.
- ▲ **Trend Reporting:** Quarterly trend analysis for all properties will be provided upon customer's request. Reports will document program improvements, identify areas in need of improvement and provide data for proactive decision-making.
- ▲ **Pest Management Reviews:** Ecolab and customer will conduct periodic reviews of the pest management program to help ensure the facility's needs are appropriately addressed.

Ecolab Pest Elimination Contracted Programs and Services

SERVICE FREQUENCY

The facility will be serviced once per month with a printed service report provided after each visit. Service information will be recorded using an electronic documentation system that is used to generate onsite, easy-to-read reports.

Ecolab Cockroach Program

Ecolab provides the following services for Cockroaches ("*Cockroaches*" are American, German, Oriental, Australian, Turkestan, Brown, and Smoky Brown cockroaches only):

- ▲ Inspect the facility to locate and record noted Cockroach activity, harborage sites, and conditions conducive to Cockroach activity.
- ▲ Provide appropriate targeted product applications according to label into cracks, crevices and voids during regular service visits.

Ecolab Rodent Program

Ecolab provides the following services for Rodents ("*Rodents*" are house mice, Norway rats and roof rats only):

- ▲ Inspect the outside perimeter and public areas of a facility to identify signs of Rodent activity, possible entry points and conditions conducive to Rodent activity (both interior and exterior areas of the facility).
- ▲ **Exterior Services:** Install and maintain Rodent traps and/or Rodent bait stations around the outside perimeter of the facility.
- ▲ **Interior Services:** Install and maintain interior Rodent traps sui table for the facility.
- ▲ Inspect, clean and date Rodent bait and trapping equipment during regular service visits.

Ecolab Customer Service: 1.800.325.1671



Entry Point Protection

Ecolab provides appropriate targeted product applications during regular service visits, as necessary, to exterior doorways and other entry points for only the following pests: Ants ("Ants" are all ants other than carpenter, pharaoh, fire or other wood destroying insects), Cockroaches, ground beetles, springtails, silverfish, crickets, centipedes, millipedes, sowbugs, pillbugs, and earwigs.

Ecolab Ant Program

Where heavy or persistent Ant activity occurs and requires more concentrated attention than Ecolab's Entry Point Protection or Outside Perimeter Programs, Ecolab provides additional treatment services for Ants. Treatment solutions will be developed based upon Ant species found. Ecolab provides the following services for Ants ("Ants" are all ants other than carpenter, pharaoh, fire or other wood destroying insects):

- ▲ Visually inspect both the inside and outside of the facility to determine: Ant species, nest locations, Ant trails and other signs of Ant activity.
- ▲ Develop and provide targeted product applications for inside and outside the facility based on Ecolab's inspection findings.
- ▲ Provide recommendations to the customer to correct structural and sanitation conditions conducive to existing Ant activity.

Stoll, Gary

From: Kottom, Bruce [Bruce.Kottom@ecolab.com]
Sent: Thursday, July 14, 2011 1:45 PM
To: Stoll, Gary
Subject: RE: Clarification on bids IFB11709163 and IFB11709194.

Gary, Ecolab price on both of the below bids was done per month and NOT per square ft.
Bruce

From: Stoll, Gary [mailto:Gary.Stoll@doc.mo.gov]
Sent: Tuesday, July 12, 2011 2:13 PM
To: Kottom, Bruce
Subject: Clarification on bids IFB11709163 and IFB11709194.

Thank you for your recent responses to IFB's 11709163 and 11709194 to provide pest control services to the Department of Corrections. Unfortunately both bids contained a clerical error on Exhibit A, Pricing Page. Therefore we are requesting clarification that the dollar amounts you bid for the original contract period and both renewal periods (line items 001, 002 and 003) for both IFB's are a total amount per month for all services listed in the IFB, and not a price per square foot per month.

Gary Stoll, CPPB
Procurement Officer
Missouri Department of Corrections
(573)-526-6402

CONFIDENTIALITY NOTICE:

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If you are not the intended recipient, please contact the sender by reply e-ma



For FedEx Express® Shipments Only

Contents should be compatible with the container and packed securely. For shipping terms and conditions and our limits of liability, refer to the applicable FedEx Express shipping document or conditions of carriage.

Insert
airbill
here

From: (651) 263-2267
Jaemaha Rubshoke
ECOLAB
370 Wabasha St N
EJC 13
Saint Paul, MN 55102

Origin ID: STPA



SHIP TO: (673) 522-2109
Henry Willis, Procurement Officer
Missouri Department of Corrections
2729 PLAZA DR
JEFFERSON CITY, MO 65109

BILL SENDER

J1120110629225

Ship Date: 17JUN11
Actual: 0.5 LB
CAD: 3534192INET3180

Delivery Address Bar Code



Ref #
Invoice #
PO #
Dept #

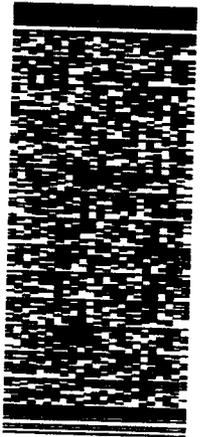
16341062413

06-20-11 A09:38 RCVD

TRK# 7972 1982 3345
0201

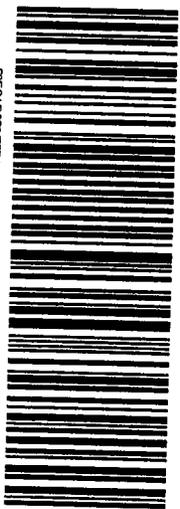
MON - 20 JUN A4
PRIORITY OVERNIGHT

65109
MO-US
STL



Sealed Bid: IFB 11709163, Pest
Control Services
Bid Due: 06/23/2011 @ 2:00 pm
Ecolab Inc.

370 Wabasha St. No., St. Paul, MN 55102



SF G10C8U/5F4

1. Use the "Print" button on this page to print your label to your laser or inkjet printer



Ecolab Center
370 Wabasha St. N.
St. Paul, MN 55102-1390

RETURN SERVICE REQUESTED

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Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive
Jefferson City, MO 65109

Sealed Bid: IFB 11709163, Pest
Control Services -
Bid Due: 06/23/2011 @ 2:00 pm