



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN February 16, 2016 TO:

Lisa Graham, Procurement Officer I
Lisa.Graham@DOC.mo.gov
(573) 526-6611 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
1/22/16	Meridian Land Company 13100 Hwy VV Bowling Green, MO 63334	Y15708327	Trash Collection Services For Northeast Correctional Center

THE CONTRACT ENTERED INTO ON 05/25/2016 BETWEEN MERIDIAN LAND COMPANY LLC dba MERIDIAN WASTE SERVICES AND THE MISSOURI DEPARTMENT OF CORRECTIONS IS HEREBY AMENDED AS FOLLOWS:

Effective on the date of final signatures below, the contract is assigned to Meridian Land Company LLC dba Meridian Waste Services, per the attached documentation.

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

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

Further, the contractor agrees to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and likewise agrees that when this document is countersigned by an authorized official of the Missouri Department Of Corrections, a binding contract 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.

.....THIS DOCUMENT MUST BE SIGNED TO BE VALID.....

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Name Charles E. Baccom Jr. / MERIDIAN LAND Company
Mailing Address: 13100 Hwy VV
City, State Zip: Bowling Green MO 63334
Telephone: 573-324-5610 State Vendor Number: _____
E-Mail Address: cbaccom@meridianwaste.com
Authorized Signer's Printed Name and Title: Charles E. Baccom Jr. / AREA VICE PRESIDENT
Authorized Signature: [Signature] Date 2-9-16

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

[Signature]
Dave Dormire, Director, Division of Adult Institutions
Date 3/14/16



STATE OF MISSOURI
 MISSOURI DEPARTMENT OF CORRECTIONS
 PURCHASING SECTION
 ASSIGNMENT OF CONTRACT

RE: Y15708327

ASSIGNOR <i>WASTE CORPORATION OF MISSOURI INC</i>	ASSIGNEE <i>MERIDIAN WASTE SERVICES</i>
MAILING ADDRESS <i>13100 Hwy VV</i>	MAILING ADDRESS <i>13100 Hwy VV</i>
CITY, STATE, ZIP <i>Rolling Creek, MO 63374</i>	CITY, STATE, ZIP <i>Rolling Creek, MO 63374</i>
TELEPHONE <i>573-324-5610</i>	TELEPHONE <i>(573) 324-5610</i>
FAX <i>573-324-5871</i>	FAX <i>(573) 324-5871</i>
E-MAIL ADDRESS <i>KFREAD@WCAAMERICA.COM</i>	E-MAIL ADDRESS <i>KFREAD@MERIDIANWASTE.COM</i>

The Assignor, as named above, assigns the contract in its entirety to the Assignee, as named above.

The Assignee shall honor and comply with all terms and conditions, requirements and specifications of the contract, and hereby entitles the State of Missouri to performance by Assignee of all obligations under the contract. This assignment does not entitle the Assignee to receive payment in any amount above that which the Assignor would otherwise receive. In addition, the Assignee releases the State of Missouri from all responsibilities for payment made previously to the Assignor pursuant to the contract.

The Assignee agrees that any payments made by the State of Missouri pursuant to the contract, including all payments assigned to the Assignee, shall be contingent upon the performance of the Assignee in accordance with all terms and conditions, requirements and specifications of the contract, and the approval and acceptance of such performance by the State of Missouri.

This Agreement and Consent shall not be final until it is incorporated into the subject contract by formal amendment subject to approval and acceptance by the State of Missouri, Division of Purchasing and Materials Management.

IN WITNESS THEREOF, the parties hereto have executed this Agreement and Consent on the date as stated below.

AUTHORIZED SIGNATURE <i>[Signature]</i>	AUTHORIZED SIGNATURE <i>[Signature]</i>
PRINTED NAME <i>KARON A. FREAD</i>	PRINTED NAME <i>CHARLES E. BOGOM J</i>
TITLE <i>Site Manager</i>	TITLE <i>Area Vice President</i>
DATE <i>3-11-16</i>	DATE <i>3-16-16</i>
FEIN <i>76-0657907</i>	FEIN <i>47-4576456</i>
VENDOR NUMBER <i>90001371</i>	VENDOR NUMBER <i>96822</i>



Employment Eligibility Verification

Welcome
Ralph Fredd

User ID
RFRE6347

Last Login
10:17 AM - 01/26/2016 Log Out



Click any for help

- Home
- My Cases
- New Case
- View Cases
- Search 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
- Share Ideas
- Contact Us

Company Information

Company Name: Meridian Land Company LLC [View / Edit](#)

Company ID Number: 837985

Doing Business As (DBA) Name: Eagle Ridge Landfill

DUNS Number:

Physical Location:

Address 1: 13100 Highway V V

Address 2:

City: Bowling Green
MO

State:

Zip Code: 63334

County: PIKE

Mailing Address:

Address 1: 13100 Highway V V

Address 2:

City: Bowling Green

State: MO

Zip Code: 63334

Additional Information:

Employer Identification Number: 474575648

Total Number of Employees: 10 to 19

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 582 - WASTE MANAGEMENT AND REMEDIATION SERVICES [View / Edit](#)

Total Hiring Sites: 1 [View / Edit](#)

Total Points of Contact: 3 [View / Edit](#)

[View MOU](#)

EXHIBIT F, continued

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

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Meridian Lino Co LLC (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 current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: 4/20/15

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

JEB 15768327
(if known)

Charles E. Barcom Jr
Authorized Business Entity Representative's Name (Please Print)

Charles E. Barcom Jr
Authorized Business Entity Representative's Signature

937985
E-Verify MOU Company ID Number

cbarcom@meridianwaste.com
E-Mail Address

MERIDIAN WASTE SERVICES
Business Entity Name

2-9-16
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

EXHIBIT F, (CONTINUED)

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Charles E Barcom Jr
Authorized Representative's Signature

Charles E Barcom Jr
Printed Name

Area Vice President
Title

2-9-16
Date

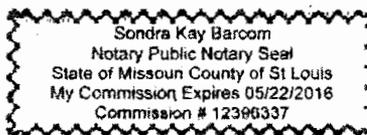
charcom@meridianwaste.com
E-Mail Address

474575646
E-Verify Company ID Number

Subscribed and sworn to before me this 9th of February 2016 am
(DAY) (MONTH/YEAR)
commissioned as a notary public within the County of St Louis, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 5/22/2016
(NAME OF STATE) (DATE)

Sandra Kay Barcom
Signature of Notary

2-9-2016
Date



INVITATION FOR BID



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

Buyer of Record:
Lisa Graham
Procurement Officer I
Telephone: (573) 526-6611
Lisa.Graham@doc.mo.gov

Amendment 1 IFB 15708327

Trash Collection Services

FOR

Department of Corrections
Northeast Correctional Center

Contract Period:
May 25, 2015 through May 24, 2016

Date of Issue: March 12, 2015
Page 1 of 36

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, April 14, 2015

Sealed 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 bidder 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: WASTE CORPORATION OF MISSOURI, INC.
Mailing Address: 13100 N. Hwy 11
City, State, Zip: Bowling Green, MO 64334
Telephone: 573-324-15610 Fax: 573-324-5871
Federal EIN #: 70-0657707 State Vendor #: 9000 1371
Email: RRES00.WCAMERICA.COM

Authorized Signer's Printed Name and Title: RALPH A. FREAD OPERATIONS MANAGER

Authorized Signature: [Signature] Bid Date: 4/8/15

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

[Signature]
Dave Dormire, Director, Division of Adult Institutions

Contract No. Y15708327
5/1/15
Date

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

Amendment 1
Trash Collection Services

Amendment 1 revises cover page, "Bids Must Be Received No Later Than", to state 2:00 p.m., April 14, 2015, in lieu of 2:00 p.m., April 7, 2015.

INVITATION FOR BID



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

Buyer of Record:
Lisa Graham
Procurement Officer I
Telephone: (573) 526-6611
Lisa.Graham@doc.mo.gov

IFB 15708327

Trash Collection Services
FOR
Department of Corrections
Northeast Correctional Center

Contract Period:
May 25, 2015 through May 24, 2016

Date of Issue: March 12, 2015
Page 1 of 36

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, April 7, 2015

Sealed 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 bidder 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: WASTE CORPORATION OF MISSOURI, INC.
Mailing Address: 13100 Hwy VV
City, State, Zip: BOWLING GREEN, MO 63334
Telephone: (573) 324-5610 Fax: (573) 324-5871
Federal EIN #: 76-0657767 State Vendor #: 90001371
Email: RREAD@WCAMERICA.COM

Authorized Signer's Printed Name and Title: RALPH A. FREAD - SITE MANAGER

Authorized Signature: *Ralph A. Fread* Bid Date: 4/7/15

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date

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

Graham, Lisa

From: Ralph Fredd <rfredd@wcamerica.com>
Sent: Thursday, April 16, 2015 2:40 PM
To: Graham, Lisa
Subject: RE: Clarification regarding IFB 15708327 MO DOC

Hi Lisa,

That pricing is incorrect, it is not per collection it is the monthly rate (\$195.00/month or \$24.27/collection) for 2 times per week collection of the 8 yard dumpster. I apologize, I read the per collection under the bid line.

Thank you,

Ralph

Ralph Fredd
WCA
13100 Hwy VV
Bowling Green, MO 63334
(573) 324-5610 – Office
(573) 253-0111 – Cell

From: Graham, Lisa [<mailto:Lisa.Graham@doc.mo.gov>]
Sent: Thursday, April 16, 2015 2:26 PM
To: Ralph Fredd
Subject: Clarification regarding IFB 15708327 MO DOC

Good Afternoon,

I wanted to clarify pricing on the bid you sent in for Northeast Correctional Center. **Line item 3....Scheduled collection of one (1) eight (8) cubic yard open top recepticle two (2) times per week...you have listed as \$195 PER collection. Which would be a total of \$1,560 in four weeks. I just wanted to make sure that was PER collection Please clarify for me and if that is not the cost you intended, please let me know the cost PER collection.**

Thank you,

Lisa Graham
Procurement Officer I
Missouri DOC, Human Services
2729 Plaza Drive, PO Box 236
Jefferson City, MO 65102
PH: 573-526-6611
Fax: 573-522-1562
Lisa.Graham@doc.mo.gov

EXHIBIT A, Pricing Page

The bidder shall provide firm, fixed prices below for the original contract period and a maximum price for each renewal period for providing trash collection services in accordance with the provisions and requirements specified herein. Statements such as "percentage of the then-current price" or "consumer price index" are not acceptable. All costs associated with providing trash collection services shall be included in the stated prices.

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
001	Rental of one (1) Stationary two (2) cubic yard Compactor with forty (40) cubic yard receiving box	\$ <u>200.00</u> Per month	\$ <u>200.00</u> Per month	\$ <u>200.00</u> Per month
002	Rental of one (1) eight (8) cubic yard open top receptacle	\$ <u>0.00</u> Per month	\$ <u>0.00</u> Per month	\$ <u>0.00</u> Per month
003	Scheduled collection of one (1) eight (8) cubic yard open top receptacle two (2) times per week	\$ <u>195⁰⁰</u> Per collection	\$ <u>195⁰⁰</u> Per collection	\$ <u>195⁰⁰</u> Per collection
004	As needed collection of One (1) Forty (40) cubic yard receiving box	\$ <u>520⁰⁰</u> Per collection	\$ <u>520⁰⁰</u> Per collection	\$ <u>520⁰⁰</u> Per collection

Terms: The bidder should state below its discount terms offered for the prompt payment of invoices.
3.0 % if paid within 10 days of receipt of invoice.

Website: The bidder should state website address if online invoicing is available:
WWW.WCAWASTE.COM

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein.

Agreement ✓ Disagreement _____

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

Company Name: WASTE CORPORATION OF MISSOURI, INC.
 Authorized Signature: [Signature] Printed Name: RYAN A FREN
 Date: 3/20/15 Email Address: RFREN@WCAMERICA.COM

EXHIBIT F. (CONTINUED)

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

<u><i>[Signature]</i></u> Authorized Representative's Signature	<u>RALPH A. FREED</u> Printed Name
<u>OPERATIONS SUPERVISOR</u> Title	<u>4/20/15</u> Date
<u>RFREED@WCMERICA.COM</u> E-Mail Address	<u>40635 - 27548</u> E-Verify Company ID Number

Subscribed and sworn to before me this 20th of April, 2015. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Lincoln, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 3/14/16.
(NAME OF STATE) (DATE)

[Signature] 4/20/15
Signature of Notary Date

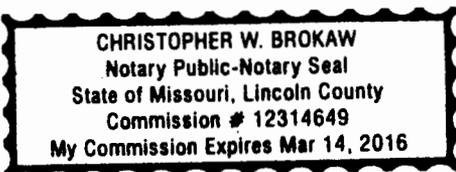


EXHIBIT F, continued

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

BOX C AFFIDAVIT ON THE CURRENT BUSINESS ENTITY STATUS

I certify that WASTE CORP. OF MISSOURI, 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 current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: MISSOURI DEPT. OF CORRECTIONS

(*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: 8/16/13

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: 497090291
(if known)

Ralph A. Freso
Authorized Business Entity Representative's Name (Please Print)

Ralph A. Freso
Authorized Business Entity Representative's Signature

297548 - 40635
E-Verify MOU Company ID Number

RFRESO@WCAAMERICA.COM
E-Mail Address

WASTE CORPORATION OF MISSOURI, INC.
Business Entity Name

4/17/15
Date

FOR STATE USE ONLY

Documentation Verification Completed By: _____
Procurement Officer Date



Company ID Number: 40635
Client Company ID Number: 297548

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

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 40635
Client Company ID Number: 297548

**Information Required
For the E-Verify Designated Agent Program**

Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification
Number: 730789073

North American Industry
Classification Systems
Code: 552

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

E-Verify



Company ID Number: 40836
Client Company ID Number: 77548

Approved by:

Employer WCA Management Company, L.P.

Michael A. R.
Name (Please Type or Print)

Vice President
Title

[Signature]
Signature

1-19-10
Date

Designated Agent Lawlor Group, Inc.

Ronnie Ho
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/19/2010
Date

Department of Homeland Security - Verification Division

Rebecca K. Green
Name (Please Type or Print)

Deputy Branch Chief/E-Verify
Title

[Signature]
Signature

1/19/10
Date

EXHIBIT G
CURRENT/PRIOR EXPERIENCE

The bidder should complete the table below for references being submitted as demonstration of the bidder and subcontractor's current and previous experience. In addition, the bidder is advised if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER:

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Dollar Value of Services	Description of Services Performed
BUCKHORN RUBBER	5151 Industrial Dr. ANNISAL, MO 63401	JOHN SCHWARTZ 573-221-8933 JSCHWARTZ@BUCKHORN RUBBER.COM	2011 TO PRESENT	N/A	ROLL OFF, COMPACTOR & SPECIAL WASTES
FIFTH GEAR	SONOCO Ref LOUISIANA, MO 63353	KEVIN MASTERS 573-754-8032 KMASTERS@FIFTHGEAR.COM	2011 TO PRESENT	N/A	Roll-off + Compactor Service.
CAUMMET	11089 Hwy D LOUISIANA, MO 63353	RON BRAKER 573-754-3162	2005 TO PRESENT	N/A	Roll-off + Dumpster Service

Proposed Subcontractor – The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor

EXHIBIT B
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

Service-Disabled Veteran (SDV) 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 Enterprise (SDVE) 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.

STANDARDS:

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

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

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

(EXHIBIT B, continued on next page)

EXHIBIT B (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which the SDV's Documents were Submitted:

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

Date SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: _____
(if known)

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

**EXHIBIT C
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 the 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 <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
Line Item 001	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT D

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, signed and dated no earlier than the IFB issuance date, 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 for the Blind _____ Sheltered Workshop _____

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

Date (Dated no earlier than the IFB issuance date)

EXHIBIT E

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 Natural Resources Landfill Operating Permit Number – The bidder shall state the name, location, license number, and expiration date of each landfill that the bidder proposes to use:

Name	Location	License Number	Expiration Date
EAGLE RIDGE LANDFILL	BOWLING GREEN, MO	0116304	NEVER EXPIRES

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

_____ Onsite deodorizing/disinfecting or X Actual replacement of receptacle

Personnel – Provide a list of employees who will be providing trash and/or recycling collection services. (Use additional sheets if necessary)

- | | | |
|-------------------|--|------------------|
| 1. ALBERT HAYSLET | | RICHARD SCHLETER |
| 2. DARRON EMMERY | | DAN SCHLETER |
| 3. WILLIAM SHAFER | | RICHARD COUCH |

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.

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

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

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

BOX A - CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB 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 State of Missouri 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)

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; 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 listing the bidder's name and company ID 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.



WCA
13100 Highway VV
Bowling Green, MO 63334
Office – (573) 324-5610
Fax – (573) 324-5871
Cell – (573) 253-0111
Email – rfredd@wcamerica.com

March 26, 2015

Missouri Department of Corrections
Purchasing Section
PO Box 236
Jefferson City, MO 65102

RE: IFB 15708327

Dear Purchasing Department

WCA Waste Corporation of Missouri, Inc. is pleased to provide the enclosed bid for your IFB 15708327 Trash Collection Services for the Department of Corrections Northeast Correction Center. As your current service supplier we look forward to working with you to build on our solid foundation.

By Renewing your agreement with WCA, the Northeast Correction Center will receive the following on going benefits:

- Uninterrupted service and the ability to build on our years of knowledge servicing the school district.
- A local Pike County company that owns the landfill.
- A live voice from our Customer Service Representatives that understand your procedures and care about resolving customer issues.
- The ability to take care of problems the same day, no one else in the industry can provide that extra level of service provided by WCA.
- Over 30 years of experience with a focus on service excellence.

As a Bowling Green based company we are uniquely qualified and positioned to offer the Northeast Correction Center the highest level of service. Our facility is located just north of Bowling Green provides insurance that your problems are resolved expeditiously. Our company feels fortunate that we have had the privilege of serving the Northeast Correction Center over the years.

Please contact me with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph Fredd". The signature is written in a cursive, flowing style with some loops and flourishes.

Ralph Fredd



WCA
13100 Highway VV
Bowling Green, MO 63334
Office – (573) 324-5610
Fax – (573) 324-5871
Cell – (573) 253-0111
Email – rfredd@wcamerica.com

April 8, 2015

Missouri Department of Corrections
Purchasing Section
PO Box 236
Jefferson City, MO 65102

RE: IFB 15708327 Amendment 1

Dear Purchasing Department

WCA Waste Corporation of Missouri, Inc. is pleased to provide the signed amendment signature page for IFB 15708327 Amendment 1. Our bid has not changed from the bid we mailed to you on March 26, 2015.

Please contact me with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph Fredd". The signature is written in a cursive, flowing style with some loops and flourishes.

Ralph Fredd

Work Authorization Affidavits and E-Verify Documentation Received

All vendors are listed alphabetically, however if you don't find the name because it could be a DBA (doing business as), use the Search feature and include a part of the DBA name.

Updated 04/03/15

Vendor Name	E-Verify Assigned Company ID #	Expiration Month/Year
WCA Management Co. LP dba Waste Corporation of Missouri, Inc.	184730	November-15
Webster County Health Unit	213115	September-15
Webster County Library District	213692	January-16
Webster Groves Municipal Library District	396961	May-15
WellPoint, Inc. dba Healthlink/Anthem/HMO Missouri	364538	December-15
Wentzville Agency Management LLC	204862	February-16
West End Children's Academy	794511	August-15
WestEd	495893	May-15
WEX Inc.	700299	December-15
Wheaton R-III School District	177657	July-15
White Cloud Engineering & Construction Company	179688	November-15
Wilderness Medical Associates	565608	December-15
Willard R-2 School District	223937	June-15
Williams & Company Consulting, Inc.	170618	January-16
Willis Bros Inc.	201878	December-15
Willow Springs R-IV School District	213600	August-15
Willows Way, Inc.	165272	October-15
Wilma and the Messengers Ministries	635254	June-15
Windham Enterprises, LLC	650611	May-15
Windham Professionals, Inc.	213925	February-16
Wipfli LLP	210424	October-15
Wipro, Inc.	651763	March-16
WirelessUSA, Inc.	178516	September-15
Wisconsin Energy Conservation Corporation	512019	January-16
Wise El Santo Company	202444	May-15
Women's Support Community Svcs dba Safe Connections	249064	December-15
Woodland R-IV School District	184211	June-15
Woodruff Communications, Inc. dba Paradowski	579849	December-15
Woopert, Inc.	358103	June-15
Word Marketing	797323	July-15
Workgroup Connections, Inc.	180501	October-15
WorkSmart Systems, Inc. dba Noble Consulting Services, Inc.	435992	February-16
World Institute on Disability	283346	August-15
World of Life Christian Worship Ctr dba In Loving Arms Christian Academy	818689	March-16
World Wide Technologies	171865	February-16
Wright County Health Department	214219	September-15
Xerox State & Local Solutions Inc	159351	September-15
Yarbrough Polygraph Service, LLC	647039	February-16
YMCA of Greater St. Louis-17 dba Camp Lakewood	214486	January-16
Yogi Adult Day Care Center	762146	July-15
Youth in Need	73484	April-15
Youth Technology Corps NFP, Inc.	797122	July-15
YWCA Metro St. Louis	245571	April-15
YWCA of St. Joseph	180772	December-15
Z/W Enterprises, Inc. dba American Sun Control	244267	December-15
Zakaria Sihalla dba Hydrotech ZS Consulting	412668	May-15
Ziegler, Inc.	107912	June-15

JASON KANDER

MISSOURI
SECRETARY
OF STATE

MISSOURI ONLINE BUSINESS FILING



Gen. Business - For Profit Details as of 4/16/2015

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO SEARCH RESULTS Select filing from the list. **FILE ONLINE**

Filing Type Amended Articles Accepting Professional Corp

ORDER COPIES/CERTIFICATES

General Information	Filings	Address	Contact(s)
Name(s) WCA WASTE CORPORATION		Address 1330 POST OAK BOULEVARD 30TH FLOOR HOUSTON, TX 77056	
Type Gen. Business - For Profit		Charter No. F01273903	
Domesticity Foreign		Home State DE	
Registered Agent CSC-LAWYERS INCORPORATING SERVICE COMPANY 221 Bolivar Street Jefferson City, MO 65101		Status Good Standing	
Duration Perpetual		Date Formed 12/5/2012	
Report Due 3/31/2016			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.

INVITATION FOR BID



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

**Buyer of Record:
Lisa Graham
Procurement Officer I
Telephone: (573) 526-6611
Lisa.Graham@doc.mo.gov**

Amendment 1 IFB 15708327

Trash Collection Services

FOR

**Department of Corrections
Northeast Correctional Center**

**Contract Period:
May 25, 2015 through May 24, 2016**

**Date of Issue: March 12, 2015
Page 1 of 36**

Bids Must Be Received No Later Than:

2:00 p.m., Tuesday, April 14, 2015

Sealed 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 bidder 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: _____
Mailing Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Federal EIN #: _____ State Vendor #: _____
Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date

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

Amendment 1
Trash Collection Services

Amendment 1 revises cover page, "Bids Must Be Received No Later Than", to state 2:00 p.m., April 14, 2015, in lieu of 2:00 p.m., April 7, 2015.

INVITATION FOR BID



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

**Buyer of Record:
Lisa Graham
Procurement Officer I
Telephone: (573) 526-6611
Lisa.Graham@doc.mo.gov**

IFB 15708327

Trash Collection Services

FOR

**Department of Corrections
Northeast Correctional Center**

**Contract Period:
May 25, 2015 through May 24, 2016**

**Date of Issue: March 12, 2015
Page 1 of 36**

Bids Must Be Received No Later Than:

Amendment 1 revised date listed below.

2:00 p.m., Tuesday, April 14, 2015

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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: _____
Mailing Address: _____
City, State, Zip: _____
Telephone: _____ Fax: _____
Federal EIN #: _____ State Vendor #: _____
Email: _____

Authorized Signer's Printed Name and Title: _____

Authorized Signature: _____ Bid Date: _____

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. _____

Dave Dormire, Director, Division of Adult Institutions

Date

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

INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 The Missouri Department of Corrections is accepting competitive, sealed bids to establish a contract for trash collection services for the Northeast Correctional Center as set forth herein.
- 1.1.2 Pursuant to paragraph 4.a. of the terms and conditions of this IFB, written questions, request for changes, clarifications or otherwise, advise the Department if any language, specifications or requirements of this IFB appear to be ambiguous, contradictory, and/or arbitrary are due no later than ten (10) calendar days prior to the official bid opening.
- a. Any questions, requests, advice by a bidder must be submitted in writing to the Buyer of Record and clearly marked IFB 15708327, Trash Collection Services. It is preferred communications be sent via e-mail to Lisa.Graham@doc.mo.gov.

1.2 Organization:

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

Section 1. - Introduction and General Information	Exhibits A-G
Section 2. - Contractual Requirements	Terms and Conditions
Section 3. - Performance Requirements	
Section 4. - Bidder's Instructions	
Section 5. - Evaluation and Award	

1.3 General Information:

- 1.3.1 **Terms and Conditions:** It is recommended all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

³⁵ / ₁₇	Open Competition
³⁵ / ₁₇	Preparation of Bids
³⁵ / ₁₇	Submission of Bids
³⁵ / ₁₇	Evaluation and Award

- 1.3.2 **Background Information:** The NECC is a male facility housing offenders of medium custody level and has an operational capacity of 2,106 offenders. Additional information about the Department of Corrections or the NECC may be found on the internet at <http://www.doc.missouri.gov> .
- 1.3.3 A current contract exists for the one (1) forty (40) cubic yard stationary compactor and receiving box. The contract expires May 24, 2015 A copy of the contract can be viewed and printed from the State of Missouri Division of Purchasing and Materials Management website at <http://archive.oa.mo.gov/purch/cgi/display.cgi> . Please reference contract number C310042001 when searching for the document.
- 1.3.4 A current contract exists for the one (1) eight (8) cubic yard trash receptacle. Contract Y13709243 will remain in effect until it expires August 31, 2015. Services for the eight (8) cubic yard receptacle will not begin until September 1, 2015. A copy of contract Y13709243 can be

viewed and printed from the State of Missouri Department of Corrections Purchasing website at http://doc.mo.gov/DHS/General_Services_Awarded.php

1.4 Non-Mandatory Site Inspection:

- 1.4.1 Site inspections are available by appointment. To make an appointment for a site inspection, please contact Roy Hays at 573-324-9975, extension 3801, or Roy.Hays@doc.mo.gov.
- 1.4.2 Any potential bidder participating in the inspection must provide the full name and a valid Missouri driver's license number of each individual planning to attend the site inspection. If an individual attending does not have a valid Missouri driver's license, the individual's social security number and date of birth are required. The Department reserves the right to accept or reject any person requesting an inspection.
- a. Cell phones, cameras, tape recorders, purses, and any other personal possession deemed not allowed inside the facility will not be permitted inside the facility.
- b. Other than the questions related to the tour, all questions regarding this IFB and/or the competitive procurement process must be directed to Lisa Graham at (573) 526-6611 or at Lisa.Graham@doc.mo.gov.
- 1.4.3 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility and any other existing condition, factor, or item that may affect or impact the performance of service as described and required herein. 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.
- 1.4.4 Bidders are strongly encouraged to advise the Department of Corrections at the time of making the appointment of any special accommodations needed for disabled personnel who will be attending the site inspection so these accommodations can be made.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be as stated in the IFB. The contract shall not bind, nor purport to bind, the Department 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, or any portion thereof. 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.

2.2 Renewal Periods:

- 2.2.1 If the Department exercises the option for renewal, the contractor shall agree the prices for the renewal period shall not exceed the prices quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page**.
- 2.2.2 The Department does not automatically exercise its option for renewal based on the prices stated and reserves the right to request renewal of the contract at prices that are less than the prices stated. The prices shall be considered firm for the duration of the contract period.

2.2.3 If renewal prices are not provided, then the prices during the renewal period shall be the same as during the original contract period.

2.3 Prices Must Be Lowest:

2.3.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer under the same terms and conditions.

2.4 Point of Contact:

2.4.1 The contractor must function as the single point of contact for the Department, regardless of any subcontract arrangements made, for all products and services provided, including but not limited to, issues related to delivery, return, and/or collection from receptacles.

2.5 Invoicing and Payment Terms:

2.5.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items/services.

2.5.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.

2.5.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases in the IFB. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a state purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

Missouri Department of Corrections/NECC
Accounts Payable
PO Box 236
Jefferson City, MO 65102

2.5.4 Each invoice submitted **must** be specific to **one** purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.

2.5.5 If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one (1) business day. **The state purchasing card shall not be charged until the goods/services are received and accepted.**

2.5.6 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

2.5.7 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where Department staff may access invoices. Upon award of contract, the

contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

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

2.6 Contractor Liability and Insurance:

2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.6.2 The contractor shall understand and agree the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.7 Coordination:

2.7.1 The contractor shall fully coordinate all contract activities with those activities of the NECC. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the NECC throughout the effective period of the contract.

2.8 Contractor's Employees:

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

2.8.2 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 Department has reasonable cause to believe the contractor has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the Department. The Department may also withhold up to twenty-five percent of the total amount due to the contractor.

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

2.8.4 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:

- (1) Enroll and participate in the E-Verify Federal Work Authorization Program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**
 - (2) Provide to the Department the documentation required in **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**
 - (3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in **EXHIBIT F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 2.8.5 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.
- 2.8.6 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least eighteen (18) years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with offenders.
- 2.8.7 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.8.8 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.8.9 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
 - (1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a

contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

- (2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

2.8.10 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.8.11 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

2.9 Subcontractors:

2.9.1 Any subcontract for the items/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 Department and to ensure the Department 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 Department 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 items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.9.2 Pursuant to subsection 1 of section 285.530 RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 RSMo to 285.550 RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo, and;
- b. shall not henceforth be in such violation, and;
- c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.10 Business Compliance:

2.10.1 The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- ³⁵/₁₇ Registration of business name (if applicable)
- ³⁵/₁₇ Certificate of authority to transact business/certificate of good standing (if applicable)
- ³⁵/₁₇ Taxes (e.g., city/county/state/federal)
- ³⁵/₁₇ State and local certifications (e.g., professions/occupations/activities)
- ³⁵/₁₇ Licenses and permits (e.g., city/county license, sales permits)
- ³⁵/₁₇ Insurance (e.g., worker's compensation/unemployment compensation)

2.11 Participation by Other Organizations: The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

2.11.1 The contractor shall prepare and submit to the Department a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department.

2.11.2 The Department will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the Department may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Department determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

2.11.3 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.

a. The contractor must obtain the written approval of the Department for any new entities. This approval shall not be arbitrarily withheld.

b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

- 3.1.1 The contractor shall provide trash collection services for the NECC located at 13698 Airport Road, Bowling Green, Missouri 63334, for the Department of Corrections, (hereinafter referred to as the Department), in accordance with the provisions and requirements specified herein.
- 3.1.2 The contractor shall provide all trash collection services Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the Department. A list of state holidays may be found at <http://content.oa.mo.gov/commissioner/state-holidays>.
- 3.1.3 The contractor shall collect all types of trash from the trash receptacles with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
 - a. The contractor must immediately notify the Department in the event that hazardous waste or items prohibited by law from being disposed of in landfills are found in the receptacles.
- 3.1.4 The contractor must perform all trash services as stated herein in a manner satisfactory and acceptable to the Department.
- 3.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 3.1.6 The contractor shall understand and agree that because the contractor was familiar with the building(s) and the conditions that existed prior to the award of the contract, the contractor shall not be relieved of the performance of the provisions and requirements specified herein.

3.2 Trash Collection Service Requirements:

- 3.2.1 **Trash Receptacle:** The contractor shall provide the following trash receptacles on the following dates and shall place the receptacles at a location designated by the Department.
 - a. Beginning May 25, 2015, one (1) two (2) cubic yard stationary compactor with one (1) forty (40) cubic yard receiving box.
 - b. Beginning September 1, 2015, one (1) eight (8) cubic yard steel, open top, self contained trash receptacle.
- 3.2.2 The contractor shall retain ownership of the receptacles provided and shall keep the receptacles in good mechanical and safe working condition.
- 3.2.3 Within forty-eight (48) hours of the Department's notification to the contractor, the contractor shall repair or schedule the repair of a receptacle reported by the Department as having a mechanical problem.
 - a. The contractor shall be responsible for electrical repairs from the original source of electricity to the receptacle.
- 3.2.4 The contractor shall supply a replacement receptacle at no additional fee to the Department in the case of a receptacle needing to be removed for repair or maintenance.

3.2.5 ***Scheduled Trash Collection:*** The contractor shall provide trash collection service for the trash receptacle on a scheduled basis, as specified below:

- a. Beginning September 1, 2015, the contractor shall collect trash from the one (1) eight (8) cubic-yard open top receptacle, located outside the perimeter, two (2) times per week on days and times agreeable to the Department.

3.2.6 ***As Needed Trash Collection:*** In addition to the scheduled trash collection service as identified above, beginning May 25, 2015, the contractor shall provide “as needed” trash collection services by collecting the trash from the one (1) forty (40) cubic-yard receiver box, located inside the perimeter, no later than twenty-four (24) hours after being notified by the Department of the need to empty and collect the trash from the receiver box.

- a. The Department makes no guarantee of a minimum or maximum amount of as needed trash collections that may be required.

3.3 Disposal Requirements:

3.3.1 The contractor must dispose of all collected trash in a manner with all applicable rules, regulations, etc. promulgated by the Missouri Department of Natural Resources and the Missouri Department of Health and Senior Services. For disposal outside of the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in such state.

3.3.2 If trash is to be disposed of outside of the State of Missouri, the contractor must either; (1) process the trash through a Transfer Station regulated by the Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.

3.3.3 The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

3.4 Additional Requirements:

3.4.1 The contractor shall be responsible for supervision of all the contractor’s employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.

3.4.2 The contractor or an employee of the contractor, designated as a representative of the contractor (contact person), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the Department regarding the trash disposal services.

- a. Such contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.

3.4.3 By no later than seven (7) calendar days after the award of the contract, the contractor shall provide the Department with the name, address, and telephone number for the contact person.

3.4.4 The contractor shall agree and understand that the Department shall not be responsible for any liability incurred by the contractor or the contractor’s employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacle provided by the contractor.

- 3.4.5 At all times, the contractor shall assist the Department in its effort to minimize the visual obtrusiveness of the receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around the receptacles, keeping the area clean and free of trash.
- 3.4.6 The contractor shall maximize sanitary conditions by deodorizing and disinfecting the receptacles after each collection, either onsite or by actual replacement at no additional charge to the Department. The Department will inspect the receptacles to monitor compliance. If conditions are found to be non-compliant, the contractor will be notified. Upon notification, the contractor shall have twenty-four (24) hours to deodorize and/or disinfect the receptacles.
- 3.4.7 By no later than fifteen (15) calendar days after receipt of the notification of the award of the contract and prior to performance of services pursuant to the contract, the contractor must submit the following to the Department:
- a. The name of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the Department.

4. BIDDER'S INSTRUCTIONS

4.1 Contact:

- 4.1.1 Pursuant to paragraph 4.a. of the Terms and Conditions of this IFB, bidders are cautioned not to contact any other employee of the Department concerning this procurement during the competitive procurement and evaluation processes except for the Buyer of Record. Inappropriate contacts are grounds for exclusion from this or future bidding opportunities.

4.2 EXHIBIT A, Pricing Page:

- 4.2.1 The bidder shall submit firm, fixed pricing on **EXHIBIT A, Pricing Page** for the initial contract period and a maximum price for each renewal option. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. The Department shall not make additional payments or pay add-on charges for delivery of receptacles or set-up charges unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB. The Department does not pay state sales tax.
- 4.2.2 The prices bid shall include all miscellaneous costs, including, but not limited to, equipment rental charges, taxes, franchise fees, etc.
- 4.2.3 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.3 Preferences:

- 4.3.1 **Missouri Service-Disabled Veteran Business Enterprise Preference** – Pursuant to section 34.074 RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprise and who complete and submit **EXHIBIT B, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **EXHIBIT B** and the documentation specified on

EXHIBIT B in accordance with the instructions provided therein, no preference points will be applied.

- a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.3.2 **Organization for the Blind and Sheltered Workshop** – Pursuant to section 34.165 RSMo, and ICSR 40 1.050, 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.

- a. In order to qualify for the ten (10) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) 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.
- 2) 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.
- 3) 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:

³⁵₁₇ **Participation Commitment** - The bidder must complete **EXHIBIT C, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, 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.

³⁵₁₇ **Documentation of Intent to Participate** – The bidder must either provide a properly completed **EXHIBIT D, Documentation of Intent to Participate** form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered

workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **EXHIBIT D**, or provide a recently dated letter of intent.

- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
- c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
 - 1) Commitment – If the bidder’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **EXHIBIT D**, shall be interpreted as a contractual requirement.

4.3.3 The Blind/Sheltered Workshop preference required under section 34.165 RSMo and 1 CSR 40 1.050 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 EXHIBIT E, Miscellaneous Information:

- 4.4.1 ***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 or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete **EXHIBIT E, Miscellaneous Information.**
- 4.4.2 ***Missouri Department of Natural Resources Landfill Operating Permit Number:*** The bidder shall state the name, location, license number, and expiration date of each landfill the bidder proposes to use on **EXHIBIT E, Miscellaneous Information.**
- 4.4.3 ***Deodorizing/Disinfecting:*** The bidder shall indicate the method that will be used to deodorize and disinfect the receptacles.
- 4.4.4 ***Personnel:*** The bidder shall list the employees who will be providing receptacle collection services.

4.5 Affidavit of Work Organization and Documentation:

- 4.5.1 Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **EXHIBIT F, Business Entity Certification, Enrollment Documentation, and Affidavit**

of Work Authorization. The applicable portions of **EXHIBIT F** must be submitted prior to an award of a contract.

4.6 Responsibility and Reliability Determination:

4.6.1 The bidder must have prior experience with waste removal jobs, equal to or larger than the duties listed in this contract. The bidder must provide references upon request. The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

- a. The bidder should complete **EXHIBIT G, Current/Prior Experience** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.
- b. If references for current and/or previous contracts are not identified on **EXHIBIT G**, the Department may request the bidder identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

4.7 Debarment Certification:

4.7.1 The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation, under federal assistance programs.

4.8 Compliance with Terms and Conditions:

4.8.1 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.

4.9 Bid Detail Requirements and Deviations:

4.9.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product/services being offered and any deviations from both the mandatory and desirable specifications stated in the IFB and/or on **EXHIBIT A, Pricing Page**. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer of Record.

4.10 Submission of Bids:

- 4.10.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department 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.
- 4.10.2 Bids are due no later than the bid date and time as stated on the first page of this IFB.
- 4.10.3 **Vendor Information Data Form** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 07-14, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov.

5. EVALUATION AND AWARD

5.1 Evaluation:

- 5.1.1 **Determination of Responsiveness** - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for award. Any bid received requiring the Department to execute a usage agreement and/or any other agreement as a condition of providing service shall be deemed non-responsive and removed from consideration for award. If deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.
- 5.1.2 **Determination of Responsibility and Reliability** - The Department shall determine the responsibility and reliability of the lowest responsive bidder.
- 5.1.3 The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to:
 - a. Receipt of any information, from any source, regarding unsatisfactory experience and/or performance of similar services by the bidder or any subcontractor(s) proposed to provide the trash collection services within the past three (3) years, and/or
 - b. Inability of the bidder to document performance of trash collection services within the past three (3) years which are similar to the services required herein, for a period of not less than twelve (12) consecutive months, and/or
 - c. If the lowest responsive bidder is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive bidder.
- 5.1.4 **Determination of Award** - The contract will be awarded to the lowest, responsive, and responsible and reliable bidder determined as specified herein.
- 5.1.5 The cost evaluation will be calculated as follows:
 - a. For evaluation purposes only, the cost shall be calculated using the quantities specified below and using the prices stated on **EXHIBIT A, Pricing Page** for the original contract period and each renewal period. The resulting sum will be used in the formula specified below.

- (1) Rental of one (1) stationary, two (2) cubic yard compactor with forty (40) cubic yard receiving box: Price per month x 12 = annual cost.
- (2) Rental of one (1) eight (8) cubic yard, open top, trash receptacle: Price per month x 12 = annual cost.
- (3) Scheduled collection of one (1) eight (8) cubic yard, open top, trash receptacle: Price per collection x 104 = annual cost.
- (4) As needed collection of one (1) forty (40) cubic yard compactor receiving box: Price per collection x 12 = annual cost.

5.1.6 ***Determination of Lowest Priced Bidder including Consideration of Preferences*** - After completing the cost evaluation and determining preference bonus points, the bidder with the most cost points is considered the lowest bidder. Cost points shall be computed for the total evaluated bid price as follows:

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

- a. **NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.**

5.2 Award:

- 5.2.1 The contract will be awarded to the lowest priced responsive bidder as determined by the Department to be in the best interest of the State of Missouri. Other factors that affect the determination of the lowest price responsive bidder include consideration of the Blind/Sheltered Workshop Preference, and the Missouri Service Disabled Veterans Preference explained in section 4.3.
- 5.2.2 Other Considerations: 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 reserves the right to clarify any and all portions of any bidder's offer.

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EXHIBIT A, Pricing Page

The bidder shall provide firm, fixed prices below for the original contract period and a maximum price for each renewal period for providing trash collection services in accordance with the provisions and requirements specified herein. Statements such as "percentage of the then-current price" or "consumer price index" are not acceptable. All costs associated with providing trash collection services shall be included in the stated prices.

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
001	Rental of one (1) Stationary two (2) cubic yard Compactor with forty (40) cubic yard receiving box	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month
002	Rental of one (1) eight (8) cubic yard open top receptacle	\$ _____ Per month	\$ _____ Per month	\$ _____ Per month
003	Scheduled collection of one (1) eight (8) cubic yard open top receptacle two (2) times per	\$ _____ Per collection	\$ _____ Per collection	\$ _____ Per collection

	week			
004	As needed collection of One (1) Forty (40) cubic yard receiving box	\$ _____ Per collection	\$ _____ Per collection	\$ _____ Per collection

Terms: The bidder should state below its discount terms offered for the prompt payment of invoices.
 _____ % if paid within _____ days of receipt of invoice.

Website: The bidder should state website address if online invoicing is available:

Bidder’s Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and/or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein.

_____ Agreement _____ Disagreement _____

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

Company Name: _____

Authorized Signature: _____ Printed Name: _____

Date: _____ Email Address: _____

EXHIBIT B
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

Service-Disabled Veteran (SDV) 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 Enterprise (SDVE) 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.

STANDARDS:

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

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

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

(EXHIBIT B, continued on next page)

EXHIBIT B (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which the SDV's Documents were Submitted:

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

Date SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which the SDV's Documents were Submitted: _____
(if known)

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oe.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

EXHIBIT C
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 the 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 <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
Line Item 001	
1.	Product/Service(s) proposed:
	IFB Paragraph References:
2.	Product/Service(s) proposed:
	IFB Paragraph References:

EXHIBIT D

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, signed and dated no earlier than the IFB issuance date, 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: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

*Date (Dated no
earlier than the IFB
issuance date)*

EXHIBIT E

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 Natural Resources Landfill Operating Permit Number – The bidder shall state the name, location, license number, and expiration date of each landfill that the bidder proposes to use:

Name	Location	License Number	Expiration Date

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

_____ Onsite deodorizing/disinfecting or _____ Actual replacement of receptacle

Personnel – Provide a list of employees who will be providing trash and/or recycling collection services. *(Use additional sheets if necessary)*

1.

-

2.

—

3.

-

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.

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB 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 State of Missouri 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

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- - Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; 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 listing the bidder's name and company ID 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)

AFFIDAVIT OF WORK AUTHORIZATION:

EXHIBIT F, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

EXHIBIT G
CURRENT/PRIOR EXPERIENCE

The bidder should complete the table below for references being submitted as demonstration of the bidder and subcontractor's current and previous experience. In addition, the bidder is advised if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER:

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Date of Services	Dollar Value of Services	Description of Services Performed

Proposed Subcontractor – The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor

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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. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **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.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **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.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **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.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department 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 Exhibits, Attachments, and Amendments.
- l. **May** means that a certain feature, component, or action is permissible, but not required.
- m. **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.
- n. **Pricing Page(s)** applies to the Exhibit 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.
- o. **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 the Department.
- p. **Shall** has the same meaning as the word **must**.
- q. **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 Department.
- 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. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. 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 Department 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 or evaluation process 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 Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) 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 (10) 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 Department 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 Department 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 Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at the 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. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be

clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.

- 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, and shall be delivered to the Department's designated destination 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 the 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.

6. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the Department's Purchasing 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 be submitted by a duly authorized representative of the bidder's organization, contain all information required by the IFB, and be priced as required. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, it shall be the responsibility of the bidder to ensure their bid is in the Department's Purchasing office 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 the official IFB number *and* the official opening date and time. Different bids should not be placed in the same envelope; however, copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Department may be modified by a signed, written notice which has been received by the Department's Purchasing office 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 Department's Purchasing office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Department's Purchasing office 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 or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders 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 the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mailed bids shall not be accepted; however, faxed and e-mail no-bid notifications shall be accepted.

7. BID OPENING

- a. Bid openings are public on the opening date and time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.

- b. Bids which are not received in the Department's Purchasing 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.

8. 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.

9. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Buyer of Record before contract award. Upon discovering an apparent clerical error, the Buyer of Record 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 Department 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 Department. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the Department.
- d. Awards shall be made to the bidder(s) 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, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from a 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 Department to the successful bidder. The Department 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 the Department 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 submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department 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 requested.
- l. The Department 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by the Department.

10. 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) the Department'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 Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- 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 Department 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.

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department 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 Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. 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. A valid Missouri driver's license is required from the driver to perform the MULES background check. If the driver does not have a valid Missouri driver's license, their social security number and date of birth are required. 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.
- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

13. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department'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.

14. 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 Department, (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 Department's acceptance of or payment for said equipment, supplies, and/or services.

15. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the 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.

16. CONTRACTOR STATUS

- a. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself 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, costs (including attorney fees), and damage of any kind related to such matters.

17. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim by the Department 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 Department 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 Department 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 Department.

18. SEVERABILITY

- a. 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.

19. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 ten (10) working days from notification, or at a minimum, the contractor must provide the Department within ten (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 Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.
- c. If the Department cancels the contract for breach, the Department 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 Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that if the funds required to fund the contract are appropriated by the General Assembly of the State of Missouri, the contract shall not be binding upon the Department for any contract period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department 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 Department shall declare a breach and cancel the contract immediately without incurring any penalty.

20. TERMINATION OF CONTRACT

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving 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 and/or supplies or equipment delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

21. ASSIGNMENT OF CONTRACT

- a. The contractor shall neither assign nor transfer any of the rights, interests, or obligations of the contract without the prior written consent of the Department.

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

- a. The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Department if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of, the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

24. CONTRACT EXTENSION

- a. In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Department reserves the right to extend the contract. If exercised, the extension shall be for a period of time as mutually agreed to by the Department and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and transition to a new contract.

25. INSURANCE

- a. 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 the contractor's employees

related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract.

26. 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 Department immediately.
- b. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

27. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the Department, 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.

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. 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:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. 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;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department 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.

30. AMERICANS WITH DISABILITIES ACT

- a. 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).

31. FILING AND PAYMENT OF TAXES

- a. 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 a bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

32. TITLES

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

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