



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER C313157001	CONTRACT TITLE Trash Collection Services – Cameron
AMENDMENT NUMBER 002	CONTRACT PERIOD November 1, 2015 through October 31, 2016
REQUISITION NUMBER NR 931 YYY15708400	VENDOR NUMBER 4310299441 4
CONTRACTOR NAME AND ADDRESS Deffenbaugh Industries, Inc. 2601 Midwest Drive Kansas City, KS 66111	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Western Missouri Correctional Center 609 E Pence Road Cameron, MO 64429 Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C313157001 is hereby amended pursuant to the attached amendment #002, dated 6/2/15.	
BUYER Molly Hurt	BUYER CONTACT INFORMATION Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7-1-15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: C313157001
TITLE: Trash Collection Services - Cameron
ISSUE DATE: 05/28/15

REQ NO.: NR 931 YYY15708400
BUYER: Molly Berkbigler
PHONE NO.: (573) 751-8900
E-MAIL: molly.berkbigler@ca.mo.gov

TO: DEFFENBAUGH INDUSTRIES, INC.
2601 MIDWEST DRIVE
KANSAS CITY, KS 66111

RETURN AMENDMENT BY NO LATER THAN: 06/11/15 AT 5:00 PM CENTRAL TIME

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

SCAN AND E-MAIL TO:	molly.berkbigler@ca.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Western Missouri Correctional Center
609 E Pence Road
Cameron, MO 64429

Crossroads Correctional Center
1115 E. Pence Road
Cameron, MO 64429

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Deffenbaugh Industries, Inc.
MAILING ADDRESS 2601 Midwest Drive
CITY, STATE, ZIP CODE Kansas City, KS 66111

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Deffenbaugh Industries, Inc.
IRS FORM 1099 MAILING ADDRESS 2601 Midwest Drive
CITY, STATE, ZIP CODE Kansas City, KS 66111

CONTACT PERSON Delores Walton		EMAIL ADDRESS dwalton@deffenbuaghinc.com	
PHONE NUMBER 913-208-7316		FAX NUMBER 913-667-8798	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 43102994414
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE June 2, 2015	
PRINTED NAME Delores Walton		TITLE Major Account Manager	

AMENDMENT #002 TO CONTRACT C313157001

CONTRACT TITLE: Trash Collection Services - Cameron

CONTRACT PERIOD: November 1, 2015 through October 31, 2016

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

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

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

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

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

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

PRICING PAGE

Trash Collection Services – Cameron:

WESTERN MISSIOUR CORRECTIONAL CENTER		
Line Item	Trash Collection Service	Second Renewal Period <i>Firm, Fixed Price</i>
<u>TRASH RECEPTACLE (Rental Charge):</u>		
001	One (1) two (2) cubic-yard stationary compactor with a forty (40) yard receiving box	\$ <u>200</u> <i>Per Month</i>
<u>SCHEDULED Trash Collection Service:</u>		
002	Trash collection services for the forty (40) cubic-yard receiving box one (1) time per week	\$ <u>1,260</u> <i>Per Month</i>
<u>UNSCHEDULED Trash Collection Services:</u>		
003	Per unscheduled collection of the forty (40) cubic-yard receiving box	\$ <u>315</u> <i>Per Collection</i>

CROSSROADS CORRECTIONAL CENTER		
Line Item	Trash Collection Service	Second Renewal Period <i>Firm, Fixed Price</i>
<u>TRASH RECEPTACLE (Rental Charge):</u>		
004	One (1) two (2) cubic-yard stationary compactor with a forty (40) yard receiving box	\$ <u>200</u> <i>Per Month</i>
<u>SCHEDULED Trash Collection Service:</u>		
005	Trash collection services for the forty (40) cubic-yard receiving box two (2) times per week	\$ <u>2,520</u> <i>Per Month</i>
<u>UNSCHEDULED Trash Collection Services:</u>		
006	Per unscheduled collection of the forty (40) cubic-yard receiving box	\$ <u>315</u> <i>Per Collection</i>



NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER C313157001	CONTRACT TITLE Trash Collection Services - Cameron
AMENDMENT NUMBER Amendment #001	CONTRACT PERIOD November 1, 2014 through October 31, 2015
REQUISITION NUMBER NR 931 YYY14709239	VENDOR NUMBER 4310299441 4
CONTRACTOR NAME AND ADDRESS DEFFENBAUGH INDUSTRIES, INC. 2601 MIDWEST DRIVE KANSAS CITY, KS 66111	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Western Missouri Correctional Center 609 E Pence Road Cameron, MO 64429 Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
BUYER Leslie Kemna	BUYER CONTACT INFORMATION Email: leslie.kemna@oa.mo.gov Phone: (573) 751- 4887 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE May 2, 2014
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT Karen S. Boeger	

NR 931 YVY14709239

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

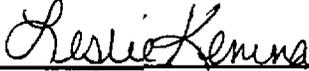
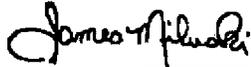
Task	Route	Initial	Date
2. Preliminary Tasks/Verifications			
A. Section 34.040.6, RSMo	Buyer/Section Support	OT	5-1-14
B. DPMM Suspension List	Buyer/Section Support	OT	5-1-14
C. Federal Suspension - SAM.GOV	Buyer/Section Support	OT	5-1-14
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	OT	
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	OT	
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	OT	
3. Prepare Contract Amendment			
Buyer/Section Support		OT	5-1-14
4. Review/Approve Contract Amendment (If Signature Required)			
Buyer			
Initial	Supervisor	Section Manager	Asst Director
Date			Director
5. E-Mail/Fax Contract Amendment (If Signature Required)			
Buyer/Section Support		OT	
Contractor E-Mail Address/Fax Number	jvigliaturo@deffenbaughinc.com		
State Agency Contact E-Mail Address	Willie Camarador		
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
6. Review Contract Amendment Response/Verifications			
A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. DPMM Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
7. Prepare Contract Amendment Award Document/Statewide Notice			
Buyer/Section Support			
8. Review/Approve Contract Amendment Award Document			
Buyer		OT	5/2/14
Initial	Supervisor	Section Manager	Asst Director
Date			Director
9. Process Contract Amendment			
Buyer/Section Support		OT	5/6/14
AM 300 PMM 000 64124 ml	Buyer/Section Support	OT	5/6/14
Distribute E-Verify & SDV Documents	Buyer/Section Support		
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	OT	5/6/14
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support		
10. Log Participation Commitment Information			
Central Support-Participation			
11. Image Contract Amendment Packet			
Central Support-Imaging		OT	5/13

001



NOTICE OF AWARD

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

SOLICITATION NUMBER B3Z13157	CONTRACT TITLE Trash Collection Services - Cameron
CONTRACT NUMBER C313157001	CONTRACT PERIOD November 1, 2013 through October 31, 2014
REQUISITION NUMBER NR 931 YYY13709222	VENDOR NUMBER 4310299441 4
CONTRACTOR NAME AND ADDRESS DEFFENBAUGH INDUSTRIES, INC. 2601 MIDWEST DRIVE KANSAS CITY, KS 66111	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Western Missouri Correctional Center 609 E Pence Road Cameron, MO 64429 Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Deffenbaugh Industries, Inc. in response to B3Z13157 is accepted in its entirety.	
BUYER Leslie Kemna	BUYER CONTACT INFORMATION Email: leslie.kemna@oa.mo.gov Phone: (573) 751-4887 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE June 13, 2013
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  James Miluski	



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

RFP NO.: B3Z13157
TITLE: *Trash Collection Services - Cameron*
ISSUE DATE: May 3, 2013

REQ NO.: NR 931 YYY13709222
BUYER: *Leslie Kemna*
PHONE NO.: (573) 751-4887
E-MAIL: *leslie.kemna@oa.mo.gov*

RETURN PROPOSAL NO LATER THAN: May 24, 2013 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: November 1, 2013 through October 1, 2014

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

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESSES:	STATE AGENCY'S NAME & ADDRESS:
Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429	Western MO Correctional Center 609 E. Pence Road Cameron, MO 64429
&	Department of Corrections PO Box 236 Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 12/27/12). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Deffenbaugh Industries, Inc	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Deffenbaugh Industries Inc
MAILING ADDRESS 2601 Midwest Drive	IRS FORM 1099 MAILING ADDRESS 2601 Midwest Drive
CITY, STATE, ZIP CODE Kansas City KS 66111	CITY, STATE, ZIP CODE Kansas City, KS 66111

CONTACT PERSON Joseph Vigliaturo		EMAIL ADDRESS jvigliaturo@deffenbaughinc.com	
PHONE NUMBER 816 876 0911		FAX NUMBER 816 901 9203	
TAXPAYER ID NUMBER (TIN) 43-1029944	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 43102994414	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Joseph Vigliaturo</i>		DATE May 17, 2013	
PRINTED NAME Joseph Vigliaturo		TITLE Account Executive	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of trash collection services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A – F
- 6) Terms and Conditions

1.2 Background Information:

1.2.1 The Western Missouri Correctional Center is a minimum/medium security institution serving approximately 1,925 male inmates. Additional information about the Department of Corrections or the Western Missouri Correctional Center may be found at the following website: <http://doc.mo.gov>.

1.2.2 Potential offerors may schedule an inspection of the Western Missouri Correctional Center prior to submitting a proposal by contacting Kathy Burns at 816-632-1390.

1.2.3 The Crossroads Correctional Center opened in 1997 and is a medium/maximum security institution serving approximately 1,500 male inmates. Additional information about the Department of Corrections or the Crossroads Correctional Center may be found at the following website: <http://doc.mo.gov>.

1.2.4 Potential offerors may schedule an inspection of the Crossroads Correctional Center prior to submitting a proposal by contacting Bev Kissick at 816-632-2727.

1.2.5 Prior to inspection of either facility, the offeror must provide the full name, driver's license number and state of issuance, and date of birth for each person attending the inspection. For security purposes, the Department of Corrections reserves the right to accept or reject any person requesting site inspection.

1.2.6 Other than questions related to the inspection, all questions regarding the Request for Proposal or the competitive procurement process must be directed to Leslie Kemna of the Division of Purchasing and Materials Management at (573)751-4887 or leslie.kemna@oa.mo.gov.

1.2.7 A previous contract exists for the services being obtained via this RFP. The contract number is: C311032001.

a. Viewing the contract - A copy of the contract can be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the Bid number B3E11032 or the contract number shown above when searching for these documents.

b. State expenditures - The Missouri Accountability Portal (MAP) located on the internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to "Site

Information" and "Disclaimer". Then search by the contract number shown above when searching for the financial information.

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

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

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

2.2 Specific Performance Requirements:

- 2.2.1 **Trash Receptacles:** The contractor shall provide one (1) two (2) cubic-yard stationary trash compactor with a forty (40) cubic-yard receiver box for the state agencies and shall place each such trash receptacle at a location designated by the state agency.
- 2.2.2 The contractor shall retain ownership of all trash receptacles provided and shall keep the trash receptacles in good mechanical and safe working condition.
 - a. Within forty-eight (48) hours of state agency notification to the contractor, the contractor shall repair or schedule the repair of a trash receptacle reported by the state agency as having mechanical problems.
 - b. The contractor shall supply a replacement trash receptacle at no additional fee to the state agency in the case of a trash receptacle needing to be removed for repair or maintenance.
- 2.2.3 **Scheduled Trash Collection:** The contractor shall provide trash collection services for the receptacles on a scheduled trash collection basis, as specified below:
 - a. Western Missouri Correctional Center – The contractor shall provide trash collection services one (1) time per week on Thursdays.
 - b. Crossroads Correctional Center – The contractor shall provide trash collections services two (2) times per week on Tuesdays and Fridays, unless otherwise requested by the state agency.
- 2.2.4 **Unscheduled Trash Collection:** In addition to the scheduled trash collection services as identified above, the contractor shall provide unscheduled trash collection services by no later twenty-four (24) hours after being notified by the state agency of the need to empty the trash from the receptacle(s). The state agency makes not guaranteed of a minimum or maximum amount of unscheduled trash collections that may be required.
- 2.2.5 Subject to the days of the week specified above, the contractor shall provide all trash collection services during business hours, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays, on days and times mutually agreeable to the contractor and the state agency.
- 2.2.6 The state agency reserves the right to increase or decrease the number of trash receptacles and/or change the number of scheduled trash collections in the event of changing circumstances and/or requirements by the state agency.
 - a. The state agency will attempt to provide written notification in the event of an increase/decrease of services sixty (60) days prior to the change in services.

- 2.2.7 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 state agency in the event that hazardous waste or times prohibited by law from being disposed of in landfills are found in the trash receptacles.
- 2.2.8 Disposal: The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.
- a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2), dispose of the trash at a government regulated and approved facility.
 - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
- 2.3 **Recycling Requirements:** If requested by the state agency, the contractor shall also collect recyclable materials (e.g. mixed office paper, aluminum, corrugated paper) sorted by the state agency and stored in separate containers supplied by the state agency.
- 2.3.1 The contractor shall provide the state agency with a certification that the recyclable materials collected are being recycled and are not being sent to landfill(s).
- 2.3.2 The contractor must use a government regulated and approved facility for the recycling of the recyclable material collected.
- 2.4 **Additional Requirements:**
- 2.4.1 The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
- 2.4.2 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles, keeping the area clean and free of trash.
 - b. At least one time each week, the contractor shall remove all trash and debris from within the fifteen (15) foot perimeter.
- 2.4.3 The contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency shall inspect the trash receptacles to monitor compliance with this requirement.
- 2.4.4 By no later than fifteen (15) calendar days after notification of award of the contractor and prior to performance of services pursuant to the contract, the contractor must submit the following to the state agency:
- a. The name of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.

- b. A list of all of the contractor's personnel, the social security numbers, and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.

2.5 Invoicing and Payment Requirements:

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

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

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

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

Department of Corrections
PO Box 236
Jefferson City MO 65102

2.5.3 Payments – After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the firm, fixed prices stated on the Pricing Page.

2.5.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6 Other Contractual Requirements:

2.6.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.6.2 **Contract Period** - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.6.3 **Renewal Periods** - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.6.4 **Termination** - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.6.5 **Contractor Liability** - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) and (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.6.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.6.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.6.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/ or Service-Disabled Veteran Business Enterprise (SDVE), participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs, participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating

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

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

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

2.6.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become

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

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

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

2.6.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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

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

2.6.14 Confidentiality:

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.6.15 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply

with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

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

3.1.2 When submitting a proposal, the offeror should include two (2) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy". The proposal should be page numbered and the signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

a. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.

b. Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Division of Purchasing and Materials Management imaging system.

1) The scanned information will be available for viewing through the Internet from the Division of Purchasing and Materials Management Awarded Proposal & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

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

a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.

b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be addressed.

c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.2 **Proposal Submittal Documentation** - The offeror should include completed copies of each exhibit and any other documentation requested or required herein with the proposal. The offeror is cautioned that it is the offeror's sole responsibility to submit requested information and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may adversely affect the evaluation of the proposal.

- 3.2.1 Pricing – The offeror must provide pricing as required on the Pricing Page.
- 3.2.2 Experience - The offeror should complete Exhibit A with information related to previous and current services/contracts performed by the offeror’s organization which are similar to the requirements of this RFP. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the proposal or if a sufficient number is not provided, the Division of Purchasing and Materials Management may request such information. If requested, the Division of Purchasing and Materials Management must receive the information by no later than the date specified by the Division of Purchasing and Materials Management at the time of the request.
- 3.2.3 The offeror should complete and submit Exhibit B, Miscellaneous Information.
- 3.2.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.
- 3.2.5 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)
- 3.3 **Competitive Negotiation of Proposals** - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.3.3 Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

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

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

a. Objective Evaluation of Cost – The objective evaluation of cost shall be based on each offeror’s proposed prices for providing the trash collection services and the quantity and size and trash receptacles specified herein for twelve (12) months per contract period. For cost evaluation purposes only, one (1) unscheduled trash collection shall be assumed for each receptacle specified herein per year.

- 1) The evaluation of cost will include the original and any potential renewal periods.
- 2) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

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

3) Offerors shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - ✓ Participation Commitment - The offeror must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit E, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
- 2) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.
 - 3) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alphapointe.org>
 - 4) Commitment – If the offeror’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit F, Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

- 3.4.2 Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
- 3.4.3 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive offeror.

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

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

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

4. PRICING PAGE

4.1 **Trash Collection Services – Cameron:** The offeror shall provide a firm, fixed price for each of the following for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services shall be included in the stated prices.

WESTERN MISSIOUR CORRECTIONAL CENTER				
Line Item	Trash Collection Service	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
<u>TRASH RECEPTACLE (Rental Charge):</u>				
001	One (1) two (2) cubic-yard stationary compactor with a forty (40) yard receiving box	\$ <u>200</u> <i>Per Month</i>	\$ <u>200</u> <i>Per Month</i>	\$ <u>200</u> <i>Per Month</i>
<u>SCHEDULED Trash Collection Service:</u>				
002	Trash collection services for the forty (40) cubic-yard receiving box one (1) time per week	\$ <u>1,200</u> <i>Per Month</i>	\$ <u>1,200</u> <i>Per Month</i>	\$ <u>1,260</u> <i>Per Month</i>
<u>UNSCHEDULED Trash Collection Services:</u>				
003	Per unscheduled collection of the forty (40) cubic-yard receiving box	\$ <u>300</u> <i>Per Collection</i>	\$ <u>300</u> <i>Per Collection</i>	\$ <u>315</u> <i>Per Collection</i>

CROSSROADS CORRECTIONAL CENTER				
Line Item	Trash Collection Service	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
<u>TRASH RECEPTACLE (Rental Charge):</u>				
004	One (1) two (2) cubic-yard stationary compactor with a forty (40) yard receiving box	\$ <u>200</u> <i>Per Month</i>	\$ <u>200</u> <i>Per Month</i>	\$ <u>200</u> <i>Per Month</i>
<u>SCHEDULED Trash Collection Service:</u>				
005	Trash collection services for the forty (40) cubic-yard receiving box two (2) times per week	\$ <u>2,400</u> <i>Per Month</i>	\$ <u>2,400</u> <i>Per Month</i>	\$ <u>2,520</u> <i>Per Month</i>
<u>UNSCHEDULED Trash Collection Services:</u>				
006	Per unscheduled collection of the forty (40) cubic-yard receiving box	\$ <u>300</u> <i>Per Collection</i>	\$ <u>300</u> <i>Per Collection</i>	\$ <u>315</u> <i>Per Collection</i>

EXHIBIT A**CURRENT/PRIOR EXPERIENCE VERIFICATION**

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

Offeror Name or Subcontractor Name: <u>Deffenbaugh Industries, Inc.</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	Nestle Purina
Address of Company/Client ✓ Street Address ✓ City, State, Zip	4502 S Packers Ave St. Joseph, MO 64502
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Warren Rogers 816 396 2132
Dates of Services:	since 2000
If service/contract has terminated, specify reason:	n/a
Dollar Value of Services	\$ 12,200 per month
Description of Services Performed	waste removal services

EXHIBIT ACURRENT/PRIOR EXPERIENCE VERIFICATION

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

Offeror Name or Subcontractor Name: <u>Deffenbaugh Industries, Inc.</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	Triumph Foods
Address of Company/Client ✓ Street Address ✓ City, State, Zip	5302 Stockyards Expressway St. Joseph, MO 64504
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Marvin Schottel 816 396 2700
Dates of Services:	since 2005
If service/contract has terminated, specify reason:	n/a
Dollar Value of Services	\$ 12,500 per month
Description of Services Performed	waste removal services

EXHIBIT ACURRENT/PRIOR EXPERIENCE VERIFICATION

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

Offeror Name or Subcontractor Name: <u>Deffenbaugh Industries, Inc.</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	East Hills Mall
Address of Company/Client ✓ Street Address ✓ City, State, Zip	3702 Frederick Ave St Joseph, MO 64506
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Marty Hartig 816 248 0574
Dates of Services:	since 2009
If service/contract has terminated, specify reason:	n/a
Dollar Value of Services	\$ 3,120 per month
Description of Services Performed	waste removal services

EXHIBIT ACURRENT/PRIOR EXPERIENCE VERIFICATION

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

Offeror Name or Subcontractor Name: <u>Deffenbaugh Industries, Inc.</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	Heartland Health Systems
Address of Company/Client ✓ Street Address ✓ City, State, Zip	5325 Faraon St Joseph, MO 64501
Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Don Campbell 816 261 4079
Dates of Services:	since 2003
If service/contract has terminated, specify reason:	n/a
Dollar Value of Services	\$ 6,700 per month
Description of Services Performed	waste removal services

EXHIBIT B

MISCELLANEOUS INFORMATION

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

Facility, Name & Location	Permit Number
1. Deffenbaugh Landfill, 17955 Holliday Dr, Shawnee KS 66217	KDHE Permit 263
2. Doniphan Co Transfer Station, ST Columbus Rd, Wathena, KS 66090	0689
3.	

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

On Site Deodorizing/Disinfecting, or
 Actual Replacement of Receptacle

x - power wash box 1x1mth

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

Name of Employee
1. Jesse J Dillahay
2. John Edward Reynolds
3. Jimmy G Harris
4. Richard Allen Schroeder

Outside United States

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

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe and provide details:		

EXHIBIT B, continued

Employee/Conflict of Interest:

<p>Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	<p>not applicable</p>
<p>If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:</p>	<p>n/a</p>
<p>Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>0 _____ %</p>

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; 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 offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror's name and company ID, then no additional pages of the MOU must be submitted;

AND

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

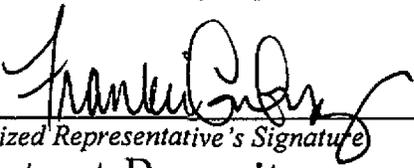
EXHIBIT C, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now Frankie Gutierrez (Name of Business Entity Authorized Representative) as Asst. Recruiter _____ (Position/Title) first being duly sworn on my oath, affirm Deffenbaugh Industries, 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 Deffenbaugh Industries, Inc. (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.)


Authorized Representative's Signature
Assistant Recruiter
Title
fgutierrez@deffenbaughinc.com
E-Mail Address

Frankie Gutierrez
Printed Name
5/6/13
Date
231510
E-Verify Company ID Number

Subscribed and sworn to before me this 6th of May, 2013. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Wyandotte, State of
(NAME OF COUNTY)
Kansas, and my commission expires on 10/10/16.
(NAME OF STATE) (DATE)

 5/6/13
Signature of Notary Date

YVETTE C. KOHL
NOTARY PUBLIC - STATE OF KANSAS
MY APPT. EXPIRES
10/10/16

EXHIBIT C, continued

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

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Deffenbaugh Industries, 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 offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

(*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: 3 yrs ago ?

Previous Proposal/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known) ^{this contract}

Joseph Vigliaturo

Authorized Business Entity Representative's Name (Please Print)

Deffenbaugh Industries, Inc

Business Entity Name

jvigliaturo@deffenbaughinc.com

E-Mail Address

Joseph Vigliaturo
Joseph Vigliaturo
Authorized Business Entity Representative's Signature

May 16, 2013

Date

231510

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Kessie Kemna
Buyer

May 28, 2013
Date

Not Applicable

EXHIBIT D
PARTICIPATION COMMITMENT

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

Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the offeror 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 offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

Not Applicable

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization for the Blind

_____ Sheltered Workshop

Name of Organization
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
For the Blind or Sheltered Workshop*

*Date
(No earlier than RFP
issuance date)*

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

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

- 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
- 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 DPMM in determining whether an individual, business, or organization qualifies as a SDVE

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

If the offeror meets the standards of a qualified SDVE as stated above, the offeror **must** provide the following with the proposal 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 copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- a completed copy of this exhibit.

Not Applicable

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(continued)

(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 of Previous SDV's Documents were Submitted: _____

Previous Bid/Contract Number for Which 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 DPMM's 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 DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

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

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

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

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

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

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

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

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

Revised 12-27-12

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

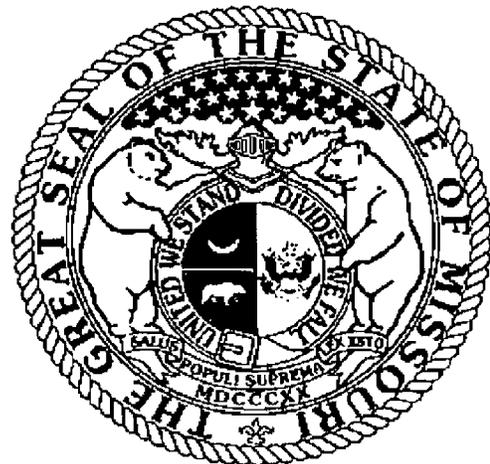
DEFFENBAUGH INDUSTRIES, INC.
00169534

was created under the laws of this State on the 6th day of June, 1974, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 11th day of January, 2013

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2012

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

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

PRODUCER Marsh USA Inc. 2405 Grand Boulevard, #900 Kansas City, MO 64108 010542-STND-GAWU-12-13 001	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Travelers Indemnity Co Of CT 25682 INSURER B : Farmington Casualty Company 41483 INSURER C : Starr Indemnity & Liability Company 38318 INSURER D : INSURER E : INSURER F :	
INSURED Deffenbaugh Industries, Inc. P.O. Box 3220 Shawnee, KS 66203		

COVERAGES **CERTIFICATE NUMBER:** CHI-003668800-10 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HC2EGLSA477M0795-12	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HC2ECAP477M0784-12	08/01/2012	08/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			SISIGCE50023412	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	HC2FUB477M0803-12 (AOS)	08/01/2012	08/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Keith A. Stiles <i>Keith A. Stiles</i>

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DEFFENBAUGH INDUSTRIES, INC.

**An Overview of
Deffenbaugh Industries, Inc.
And Affiliates**

Company Overview

Deffenbaugh Industries, Inc. is a privately-held family of companies engaged in the collection, transportation, and disposal of residential, municipal, commercial and industrial solid waste. The company is also involved in recycling, and surface mining of limestone aggregates. Deffenbaugh Industries, Inc. is headquartered in Kansas City, Kansas, and has 16 operating locations in Kansas, Missouri, Nebraska, Arkansas, and Iowa.

Operating Data as of Aug, 2009 (numbers are approximate):

Employees	1,100
Fleet Vehicles	340
Commercial & Industrial Accounts	22,500
Large Municipal Contracts	16
Households Served: Solid Waste Collection	750,000
Households Served: Recycling	400,000
Steel Containers (dumpsters & roll-off boxes)	40,000
Tons of Refuse Managed Annually (company wide)	1.75 million
Tons of Recyclable Materials Managed Annually	90,000

Deffenbaugh Business Units

In response to business opportunities and changes in environmental regulations, Deffenbaugh has guided the impressive expansion and diversification of Deffenbaugh Industries, Inc. and its affiliated companies. Over 1,100 people are employed in the company's operations in Kansas, Missouri, Arkansas, Nebraska and Oklahoma. Today, Deffenbaugh Industries and its affiliated companies comprise the Midwest's premier organization in the waste services sector. The Deffenbaugh family of companies combines a solid record of good service with a history of sound business practices.

Refuse Hauling

The largest division of Deffenbaugh Industries, Inc. has become the Kansas City area's acknowledged leader in refuse collection and disposal. Through agreements with numerous municipalities, individual homeowners, and more than 250 homes associations, Deffenbaugh provides weekly service to approximately 350,000 residential customers across metropolitan Kansas City, which combine to generate approximately 400,000 tons of household trash annually. Deffenbaugh trucks can be found in more than 17 Kansas and Missouri counties surrounding Kansas City. Thanks largely to the company's proven record of reliable and quality service, Deffenbaugh continues to expand in Omaha, Nebraska and neighboring Council Bluffs, Iowa through the addition of suburban and commercial customers. Deffenbaugh also has significant operations in the St. Joseph, Missouri market area, including a base of truck operations and a transfer station.

Landfill Operations

In 1967, when Mr. Deffenbaugh was in his mid-twenties, he purchased property for use as a landfill at what is now the intersection of Interstate 435 and Johnson Drive on the western side of the Kansas City metro area. That area of Johnson County, Kansas had historically been sparsely populated and was a perfect location for landfill operations. Aggressive land acquisition and regulatory compliance moves have since transformed the original small operation into the Johnson County Landfill, a regional facility that encompasses more than 750 acres. The synthetically-lined, "Subtitle D" landfill – the largest municipal solid waste facility in the Kansas City area – received approval in 1994 for an expansion of approximately 120 acres. Current projections show a life of 25 to 30 years for the Johnson County Landfill. The landfill receives an average of 5,000 to 6,000 tons daily from the Kansas City area. Deffenbaugh Industries, Inc. has also successfully constructed and operated other large landfill facilities in Wichita and Pittsburg,

Kansas, as well as Jackson County, Missouri. Deffenbaugh Industries, Inc. also operates construction and demolition waste landfills in Olathe and Shawnee, Kansas.

Related operations include a company-operated transfer station in Doniphan County, Kansas, and service contracts with several municipal and county owned/operated transfer stations, like Miami County KS. In 1996, Deffenbaugh successfully constructed a 250-ton-per-day transfer station in Neosho, Missouri.

Recycling Operations

Deffenbaugh Industries, Inc.'s recycling activities date back to November 1989. Since that time, Deffenbaugh has become the Kansas City area's largest recycler, currently collecting, processing, and marketing approximately 2,100 tons of recyclable materials weekly. The growth of Deffenbaugh Recycling Company, LLC (DRC) is best illustrated by the fact that annual materials collections exploded from 7.6 million pounds in 1990 to more than 110 million pounds in 1999. Collections growth has mirrored the popularity of DRC's curbside recycling program, which now serves more than 95,000 participating households across the Kansas City metro area. A network of drop-off recycling centers augments DRC's curbside recycling program. Currently, DRC provides drop-off recycling services at 20 sites in and around Kansas City. These drop-off sites – some of which utilize up to 14 roll-off type containers – offer residential recycling to persons who do not have curbside service in their neighborhoods.

The fastest growing segment of DRC's recycling activities is the commercial recycling service offered to businesses across the Kansas City metropolitan area. In response to recycling growth, in 1995, one of the affiliated companies invested approximately \$3 million in the development of a new, state-of-the-art Materials Recovery Facility (MRF), where recyclable materials are processed for markets. The new facility has the capacity to process approximately 3,000 tons per week. In 2004 Deffenbaugh increased its profile in the market by being awarded the KCMO curbside recycling contract which became the launching point for single stream recycling in Kansas City.

In 1995, Deffenbaugh Industries, Inc. enhanced its reputation as a recycling leader by winning the contract to conduct the curbside collection program in Omaha, Nebraska. Deffenbaugh earlier acquired the sole Omaha franchise for yard waste collection, a business Deffenbaugh Recycling first entered in 1990 with a subscription composting program offered in suburban Kansas City. Suburban Omaha and that city's commercial sector are viewed as strong growth markets for Deffenbaugh Recycling.

Other Deffenbaugh Businesses

Johnny On the Spot (JOTS) became the portable toilet division of Deffenbaugh Industries, Inc. through a 1988 acquisition. The JOTS name and logo were soon copyrighted, and quickly became synonymous with portable toilet service in a broad area surrounding greater Kansas City. In recent years, JOTS market area has expanded to include governmental entities, contractors, special events coordinators, and other customers in Topeka and Lawrence, Kansas. JOTS has earned a reputation for superior service and an ability to handle the portable toilet needs of major events. That reputation has led to long-standing business relationships with large construction firms, professional sports franchises, concert promoters, governments, and other clients that require large numbers of portable toilets. JOTS recently set itself apart from its competitors by investing in the purchase of portable toilets specifically designed to meet the guidelines of the Americans With Disabilities Act.



Company ID Number: 231510

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Deffenbaugh Industries** (Employer) regarding the Employer'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), and 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 with available information that allows 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 to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 231510

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

Company ID Number: 231510

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

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

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

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

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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



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

Employer Deffenbaugh Industries

Laura Rupe
Name (Please Type or Print)

Title

Electronically Signed
Signature

07/20/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

07/20/2009
Date

Company ID Number: 231510

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Deffenbaugh Industries

Company Facility Address: 2601 Midwest Dr.

Kansas City, KS 66111

Company Alternate
Address:

County or Parish: JOHNSON

Employer Identification
Number: 431029944

North American Industry
Classification Systems
Code: 562

Parent Company: Credit Suisse

Number of Employees: 1,000 to 2,499

Number of Sites Verified
for: 2

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

- MISSOURI 1 site(s)



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- KANSAS 1 site(s)

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

Name: **Kimberly Lochert**
Telephone Number: **(913) 667 - 8735** Fax Number: **(913) 667 - 8739**
E-mail Address: **klochert@deffenbaughinc.com**

Name: **Nancy Fox**
Telephone Number: **(913) 667 - 8780** Fax Number: **(913) 667 - 8789**
E-mail Address: **nfox@deffenbaughinc.com**

Name: **Laura K Rupe**
Telephone Number: **(913) 667 - 8737** Fax Number: **(913) 667 - 8739**
E-mail Address: **lrupe@deffenbaughinc.com**

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Origin ID: KCKA

From: (913) 667-8707
John King
DEFFENBAUGH INDUSTRIES
2801 Midwest Drive
Kansas City, KS 66111

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BILL SENDER

SHIP TO: (913) 631-3300
REF No B3Z13157
DPMM Dept Purch and Materials Mgmt
301 W High St Rm 630
May24,2013 @2:00PM
JEFFERSON CITY, MO 65101



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Press here to seal. Press here to seal. Press here to seal.