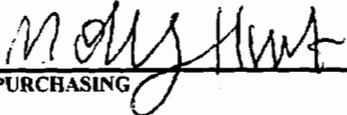
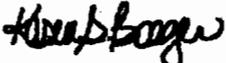




NOTICE OF CONTRACT RENEWAL

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

B32 15194

CONTRACT NUMBER C315194001	CONTRACT TITLE Trash Services – Jefferson City
AMENDMENT NUMBER Amendment #002	CONTRACT PERIOD June 1, 2016 through May 31, 2017
REQUISITION/REQUEST NUMBER NR 931 YYY16708196	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 8608977190 8
CONTRACTOR NAME AND ADDRESS REPUBLIC SERVICES OF JEFFERSON CITY 5645 MOREAU RIVER ACCESS RD JEFFERSON CITY MO 65101	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Correctional Facilities in Jefferson City, MO PO Box 236 Jefferson City, MO
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 Molly Hurt	BUYER CONTACT INFORMATION Email: molly.hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 2/14/16
DIRECTOR OF PURCHASING 	Karen S. Boeger

NR 931 Yyy16708196

Revised 08/17/15

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

A. Section 34.040.6, RSMo	Buyer/Section Support	<input checked="" type="checkbox"/>	4-11-16
B. Purchasing Suspension List	Buyer/Section Support	<input checked="" type="checkbox"/>	4-11-16
C. Federal Suspension - SAM.GOV	Buyer/Section Support	<input checked="" type="checkbox"/>	4-11-16
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	<input type="checkbox"/>	
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	<input type="checkbox"/>	
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	<input type="checkbox"/>	
[Redacted]	Buyer/Section Support	<input checked="" type="checkbox"/>	4-11-16
[Redacted]	Buyer	<input checked="" type="checkbox"/>	4-14-16

Contractor E-Mail Address/Fax Number	mkrehbiel@republicservices.com	<input checked="" type="checkbox"/>
State Agency Contact E-Mail Address	Laura Sanning Beth Lambert	<input checked="" type="checkbox"/>
Section 34.040.6, RSMo, Letter	Follow-Up Notes:	<input type="checkbox"/>

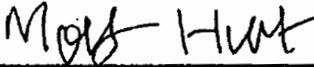
A. Renewal/Extension Pricing	Buyer/Section Support	<input type="checkbox"/>
B. Section 34.040.6, RSMo	Buyer/Section Support	<input type="checkbox"/>
C. Performance Security Deposit/Surety Bond	Buyer/Section Support	<input type="checkbox"/>
D. Renewal/Extension with Cost Savings Language	Buyer	<input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

AM 300 PMM 00071510 m2	Buyer/Section Support	<input checked="" type="checkbox"/>	4-15-16
Distribute E-Verify & SDV Documents	Buyer/Section Support	<input checked="" type="checkbox"/>	4-15-16
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	<input checked="" type="checkbox"/>	4-15-16
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	<input type="checkbox"/>	
[Redacted]	Central Support-Participation	<input type="checkbox"/>	
[Redacted]	Central Support-Imaging	<input type="checkbox"/>	5-2



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 C315194001	CONTRACT TITLE Trash Services – Jefferson City
AMENDMENT NUMBER 001	CONTRACT PERIOD May 25, 2015 through May 31, 2016
REQUISITION NUMBER NR 931 YYY15708463	VENDOR NUMBER 8608977190 8
CONTRACTOR NAME AND ADDRESS Republic Services of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Correctional Facilities in Jefferson City, MO PO Box 236 Jefferson City, MO
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C315194001 is hereby amended pursuant to the attached amendment #001, dated 8/6/15.	
BUYER Molly Hurt	BUYER CONTACT INFORMATION Email: Molly.Hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8-7-15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  Karen S. Boeger	



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

AMENDMENT NO.: 001
CONTRACT NO.: C315194001
TITLE: Trash Services – Jefferson City
ISSUE DATE: 7/24/15

REQ NO.: NR 931 YYY15708463
BUYER: Molly Hurt
PHONE NO.: (573) 781-8900
E-MAIL: Molly.Hurt@om.mo.gov

TO: Republic Services of Jefferson City
5645 Moreau River Access Road
Jefferson City, MO 65101

RETURN AMENDMENT BY NO LATER THAN: 8/6/15 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.Hurt@om.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:

Department of Corrections
Various Correctional Facilities in Jefferson City, MO
PO Box 236
Jefferson City, MO

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Republic Services of Jefferson City		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Allied Waste, LLC	
MAILING ADDRESS 5645 Moreau River Access Road		IRS FORM 1099 MAILING ADDRESS 5645 Moreau River Access Road	
CITY, STATE, ZIP CODE Jefferson City, MO 65101		CITY, STATE, ZIP CODE Jefferson City, MO 65101	
CONTACT PERSON Monte Krehbiel		EMAIL ADDRESS mkrehbiel@republicservices.com	
PHONE NUMBER 573 636-1105		FAX NUMBER 573 632-4253	
TAXPAYER ID NUMBER (TIN) 86-0897719	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 8608977190 8
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/6/15	
PRINTED NAME Monte Krehbiel		TITLE Divisional Sales Manager	

AMENDMENT #001 TO CONTRACT C315194001

CONTRACT TITLE: Trash Services – Jefferson City

CONTRACT PERIOD: May 25, 2015 through May 31, 2016

The State of Missouri desires to amend the above referenced contract to add a rental of a 34 cubic yard receptacle with compactor at the Jefferson City Correctional Center at 8200 No More Victims Road.

The contractor shall indicate on the attached Pricing Page the firm, fixed, prices for the rental of the receptacle in accordance with the term, conditions, and provisions of the contract.

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

The contractor shall sign and return this document on or before the date indicated, signifying acceptance of the amendment.

PRICING PAGE

Trash Collection Services: The contractor shall provide the prices for the trash collection services in accordance with the provisions and requirements specified herein. The contractor shall provide firm, fixed prices for the original contract period and maximum prices for the renewal periods. All costs associated with providing the required services shall be included in the stated prices. (c/s code 91027)

Line Item	Trash Collection Service	Original Contract Period Firm Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
<u>Jefferson City Correctional Center</u>				
Trash Receptacles (Rental Charges)				
032	One (1) 34 cubic yard receptacle with compactor	\$430.00 per month	\$430.00 per month	\$430.00 per month



NOTICE OF AWARD

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

SOLICITATION NUMBER B3Z15194	CONTRACT TITLE Trash Services – Jefferson City
CONTRACT NUMBER C315194001	CONTRACT PERIOD May 25, 2015 through May 31, 2016
REQUISITION NUMBER NR 931 YYY15708326	VENDOR NUMBER 8608977190 8
CONTRACTOR NAME AND ADDRESS Republic Services of Jefferson City 5645 Moreau River Access Road Jefferson City, MO 65101	STATE AGENCY'S NAME AND ADDRESS Department of Corrections Various Correctional Facilities PO Box 236 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by Republic Services of Jefferson City in response to B3Z15194 is accepted in its entirety.	
BUYER Molly Berkbigler	BUYER CONTACT INFORMATION Email: molly.berkbigler@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5-19-15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT Karen S. Boeger	



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

AMENDMENT NO.: 001
 RFP NO.: B3Z15194
 TITLE: Trash Services - Jefferson City
 ISSUE DATE: 4/29/15

REQ NO.: NR 931 YYY15708326
 BUYER: Molly Berkbigler
 PHONE NO.: (573) 751-8900
 E-MAIL: Molly.Berkbigler@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 5/6/15 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 AND AMENDMENT(S) TO:

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

CONTRACT PERIOD: May 25, 2015 through May 31, 2016

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

Department of Corrections
 Various Correctional Facilities
 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 terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments 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 Republic Services of Jefferson City		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Allied Waste, LLC	
MAILING ADDRESS 5645 Moreau River Access Road		IRS FORM 1099 MAILING ADDRESS 5645 Moreau River Access Road	
CITY, STATE, ZIP CODE Jefferson City, MO 65101		CITY, STATE, ZIP CODE Jefferson City, MO 65101	
CONTACT PERSON Monte Krehbiel		EMAIL ADDRESS mkrehbiel@republicservices.com	
PHONE NUMBER 573 636-1105		FAX NUMBER 573 632-4253	
TAXPAYER ID NUMBER (TIN) 86-0897719	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 8608977190 <i>8</i>	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>Monte Krehbiel</i>		DATE 5-4-2015	
PRINTED NAME Monte Krehbiel		TITLE Divisional Sales Manager	

AMENDMENT #001 to RFP B3Z15194

TITLE: Trash Services – Jefferson City

CONTRACT PERIOD: May 25, 2015 through May 31, 2016

RFP B3Z15194 is hereby revised as follows:

1. The following paragraphs in RFP B3Z15194 contain changes:

2.2.3 c. 1)

2.2.3 c. 2)

Line Item 021

Line Item 022



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

RFP NO.: B3Z15194
TITLE: Trash Services -- Jefferson City
ISSUE DATE: 4/15/15

REQ NO.: NR 931 YYY15708326
BUYER: Molly Berkbigler
PHONE NO.: (573) 751-8900
E-MAIL: molly.berkbigler@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 5/6/15 AT 2:00 PM CENTRAL TIME

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

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

CONTRACT PERIOD: May 25, 2015 through May 31, 2016

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

Department of Corrections
Various Correctional Facilities
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 Republic Services of Jefferson City
MAILING ADDRESS 5645 Moreau River Access Road
CITY, STATE, ZIP CODE Jefferson City, MO 65101

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Allied Waste, LLC
IRS FORM 1099 MAILING ADDRESS 5645 Moreau River Access Road
CITY, STATE, ZIP CODE Jefferson City, MO 65101

CONTACT PERSON Monte Krehbiel		EMAIL ADDRESS mkrehbiel@republicservices.com
PHONE NUMBER 573 636-1105		FAX NUMBER 573 632-4253
TAXPAYER ID NUMBER (TIN) 86-0897719	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 8608977190 0
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
AUTHORIZED SIGNATURE 		DATE 5-4-2015
PRINTED NAME Monte Krehbiel		TITLE Divisional Sales Manager

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 Jefferson City Correctional Center opened in 2004 and is a C-5 maximum security custody institution serving approximately 2,000 male inmates.

1.2.2 The Algoa Correctional Center opened in 1932 and is a C-1 minimum security custody institution serving approximately 2,000 male inmates.

1.2.3 The Central Region Commodity Warehouse serves as a warehouse and distribution center for the department of corrections centrally located sites. At this same location is the Heavy Equipment Depot.

1.2.4 The Missouri Vocational Enterprises (MVE) operates several factories inside Jefferson City Correctional Center and Maintains offices on industrial Drive in Jefferson City.

1.2.5 Additional information about the Department of Corrections may be found on the Internet at <http://www.doc.missouri.gov/>.

1.2.6 Any offeror interested in inspecting the trash collection site at the facility(s) prior to submitting a proposal should contact the following persons to schedule an appointment.

- a. For a tour at Jefferson City Correctional Center including Missouri Vocational Enterprises containers located at 8200 No More Victims' Road contact Laura Sinning, (573)-751-3224.
- b. For a tour at Algoa Correctional Center contact Steve Samson (573)-751-3911.
- c. For a tour at Central Region Commodity Warehouse/Heavy Equipment Depot contact Mike Brown (573)-526-3079.
- d. For a tour at Missouri Vocational Enterprises and Industrial Drive locations contact Jennie Rees, (573)-522-2954.

1.2.7 Prior to site inspection of Jefferson City Correctional Center or Algoa Correctional Center, the offeror must provide the appropriate contact with the full name, a valid Missouri driver's license number or social security number, and date of birth for each person attending the inspection.

- a. The state agency reserves the right to accept or reject any person requesting site inspection.

- b. Other than the questions related to the inspection, all questions regarding the Request for Proposal and/or the competitive procurement process must be directed to Molly Berkbigler of the Division of Purchasing and Materials Management at (573)751-8900 or molly.berkbigler@oa.mo.gov.
- 1.2.8 Trash services at Jefferson City Correctional, Algoa Correctional Center, Central Region Commodity Warehouse and Missouri Vocational Enterprises are being procured through contract C310042001 for Solid Waste and Recycling Management Services. 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://content.oa.mo.gov/purchasing-materials-management/>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing and Materials Management's Awarded Bid & Contract Document Search System. Please reference the RFP number B3Z10042 or the contract number C310042001 when searching for these documents.
- 1.2.9 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, Jefferson City Correctional, Algoa Correctional Center, Central Region Commodity Warehouse and Missouri Vocational Enterprises, (hereinafter referred to as the "state agency") located in Jefferson City, Missouri, 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 the following trash receptacles and shall place each such trash receptacle at locations designated by the state agency:

Correctional Facility	Trash Receptacle
Jefferson City Correctional Center	Three (3) six (6) cubic yard trash receptacles
Algoa Correctional Center	One (1) 35 cubic yard trash receptacle with compactor
Algoa Correctional Center	One (1) 30 cubic yard trash receptacle
Central Region Commodity Warehouse	One (1) 34 cubic yard trash receptacle with compactor
Central Region Commodity Warehouse	One (1) two (2) cubic yard trash receptacle
Missouri Vocational Enterprises	One (1) 20 cubic yard trash receptacle
Missouri Vocational Enterprises	Three (3) six (6) cubic yard trash receptacles
Missouri Vocational Enterprises	One (1) three (3) cubic yard trash receptacle

- 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 trash receptacles 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. Jefferson City Correctional Center
 - 1) The trash from the state owned one (1) 34 cubic yard trash receptacle with compactor shall be collected two (2) times per week on Tuesday and Friday at 8200 No More Victims Road.
 - 2) The trash from the one (1) six (6) cubic yard trash receptacle shall be collected two (2) times per week on Monday and Thursday at 8200 No More Victims Road.
 - 3) The trash from the two (2) 6 cubic yard trash receptacle shall be collected one (1) time per week on Thursday at 8416 No More Victims Road from Dock B.

b. Central Region Commodity Warehouse

- 1) The trash from the one (1) 34 cubic yard trash receptacle with compactor shall be collected two (2) times per month at 8416 No More Victims Road from Dock A.
- 2) The trash from the one (1) two (2) cubic yard trash receptacle shall be collected one (1) time per month at 8416 No More Victims from the Road Heavy Equipment Depot.

c. Missouri Vocational Enterprises

Sub paragraph deleted via Amendment #001

1) **DELETED**

Sub paragraph deleted via Amendment #001

2) **DELETED**

- 3) The trash from the one (1) six (6) cubic yard trash receptacle shall be collected two (2) times per week at 1717 Industrial Drive.
- 4) The trash from the one (1) six (6) cubic yard trash receptacle shall be collected one (1) time per week at 1717 Industrial Drive.
- 5) The trash from the one (1) three (3) cubic yard trash receptacle shall be collected one (1) time per week at 1663 Industrial Drive.
- 6) The trash from the one (1) six (6) cubic yard trash receptacle shall be collected one (1) time per week at 1663 Industrial Drive.

2.2.4 **Unscheduled Trash Collection:** In addition to the scheduled trash collection service as identified above, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.

- a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.

2.2.5 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 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 items prohibited by law from being disposed of in landfills are found in the trash receptacles.

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

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

2.3 Additional Requirements:

2.3.1 The contractor shall retain ownership of all receptacles provided and shall keep trash receptacles in good mechanical and safe working condition. 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.

- 2.3.2 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.
- 2.3.3 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.
- 2.3.4 By no later than fifteen (15) calendar days after notification of award of the contract and prior to any performance of service pursuant to the contract, the contractor must submit the following to the state agency:
- a. The name of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal 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 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.

2.4 Invoicing and Payment Requirements:

- 2.4.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

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

- 2.4.2 Invoicing – The contractor shall submit separate invoices on a monthly basis for providing services for the month as required herein to each state agency facility listed below:

Missouri Department of Corrections	Jefferson City Correctional Center
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P.O. Box 236 Jefferson City, MO 65102	Algoa Correctional Center Central Region Commodity Warehouse
Missouri Vocational Enterprises P.O. Box 1898 Jefferson City, MO 65102	Missouri Vocational Enterprises

- a. The invoice shall itemize all services provided and the firm, fixed price as specified on the Pricing Page for each service.
- 2.4.3 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.
- 2.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.
- 2.5 Other Contractual Requirements:**
- 2.5.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.5.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.5.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.5.5 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); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.5.6 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.

- a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.5.7 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.

2.5.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, participation levels committed to in the contractor's awarded 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, 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 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 to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. No later than 30 days after the effective date of the first renewal period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

2.5.9 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.

2.5.10 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.

2.5.11 Prison Rape Elimination Act (PREA) Requirements:

- a. The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18/21 years of age.
 - b. Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.
 - 1) The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
 - c. The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
 - d. The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct
 - 1) The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - 2) If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
 - e. The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.5.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property

of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.5.14 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.

2.5.15 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 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.

a. 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.

b. 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) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The offeror should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

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 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 per year.

- 1) The evaluation of cost will include the original contract period 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 actual nor anticipated usage.
- b. **Organizations for the Blind and Sheltered Workshop Preference** - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:

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

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

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

- c. Missouri Service-Disabled Veteran Business Enterprise Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran business enterprises and who complete and submit Exhibit -F Missouri Service-Disabled Veteran Business Enterprise Preference with the proposal. If the proposal does not include the completed Exhibit F and the documentation specified on Exhibit F in accordance with the instructions provided therein, no preference points will be applied.

3.4.2 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.

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

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

3.4.4 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:** The offeror shall provide the prices for the trash collection services in accordance with the provisions and requirements specified herein. The offeror shall provide firm, fixed prices for the original contract period and maximum prices for the renewal periods. All costs associated with providing the required services shall be included in the stated prices. (c/s code 91027)

Line Item	Trash Collection Service	Original Contract Period Firm Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
<u>Jefferson City Correctional Center</u>				
Trash Receptacles (Rental Charges)				
001	Three (3) 6 cubic yard trash receptacles	\$0.00 per month	\$0.00 per month	\$0.00 per month
SCHEDULED Trash Collection Service, Price Per Month				
002	Trash collection services for one (1) 34 cubic yard trash receptacle with compactor two (2) times per week from 8200 No More Victims Road	\$3786.38 per month	\$3786.38 per month	\$3786.38 per month
003	Trash collection services for one (1) 6 cubic yard trash receptacle two (2) times per week from 8200 No More Victims Road	\$130.38 per month	\$130.38 per month	\$130.38 per month
004	Trash collection services for two (2) 6 cubic yard trash receptacle one (1) time per week from 8416 No More Victims Road from Dock B	\$152.74 per month	\$152.74 per month	\$152.74 per month
UNSCHEDULED Trash Collection Service, Price Per Collection				
005	Per unscheduled collection of the 34 cubic yard trash receptacle with compactor from 8200 No More Victims Road	\$437.23 per collection	\$437.23 per collection	\$437.23 per collection
006	Per unscheduled collection of the 6 cubic yard trash receptacle from 8200 No More Victims Road	\$24.52 per collection	\$24.52 per collection	\$24.52 per collection

Line Item	Trash Collection Service	Original Contract Period Firm Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
007	Per unscheduled collection of the 6 cubic yard trash receptacle 8416 No More Victims Road from Dock B	\$24.52 per collection	\$24.52 per collection	\$24.52 per collection
<u>Algoa Correctional Center</u>				
Trash Receptacles (Rental Charges)				
008	One (1) 35 cubic yard trash receptacle with compactor	\$120.12 per month	\$120.12 per month	\$120.12 per month
009	One (1) 30 cubic yard trash receptacle	\$120.12 per month	\$120.12 per month	\$120.12 per month
UNSCHEDULED Trash Collection Service, Price Per Collection				
010	Per unscheduled collection of the 35 cubic yard trash receptacle with compactor from 8501 No More Victims Road	\$437.23 per collection	\$437.23 per collection	\$437.23 per collection
011	Per unscheduled collection of the 30 cubic yard trash receptacle from 8501 No More Victims Road	\$308.87 per collection	\$308.87 per collection	\$308.87 per collection
<u>Central Region Commodity Warehouse</u>				
Trash Receptacles (Rental Charges)				
012	One (1) 34 cubic yard trash receptacle with compactor	\$354.05 per month	\$354.05 per month	\$354.05 per month
013	One (1) two 2 cubic yard trash receptacle	\$0.00 per month	\$0.00 per month	\$0.00 per month

Line Item	Trash Collection Service	Original Contract Period Firm Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
SCHEDULED Trash Collection Service, Price Per Month				
014	Trash collection services for one (1) 34 cubic yard trash receptacle with compactor two (2) times per month from 8416 No More Victims Road from Dock A	\$874.46 per month	\$874.46 per month	\$874.46 per month
015	Trash collection services for one (1) two 2 cubic yard trash receptacle one (1) time per month from 8416 No More Victims Road from Heavy Equipment Depot	\$40.49 per month	\$40.49 per month	\$40.49 per month
UNSCHEDULED Trash Collection Service, Price Per Collection				
016	Per unscheduled collection of the 34 cubic yard trash receptacle with compactor week from 8416 No More Victims Road from Dock A	\$437.23 per collection	\$437.23 per collection	\$437.23 per collection
017	Per unscheduled collection of the 2 cubic yard trash receptacle from 8416 No More Victims Road from Equipment Depot	\$13.36 per collection	\$13.36 per collection	\$13.36 per collection
<u>Missouri Vocational Enterprises</u>				
Trash Receptacles (Rental Charges)				
018	One (1) 20 cubic yard trash receptacle	\$120.12 per month	\$120.12 per month	\$120.12 per month
019	Three (3) 6 cubic yard trash receptacles	\$0.00 per month	\$0.00 per month	\$0.00 per month
020	One (1) 3 cubic yard trash receptacle	\$0.00 per month	\$0.00 per month	\$0.00 per month

Line Item	Trash Collection Service	Original Contract Period Firm Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
SCHEDULED Trash Collection Service, Price Per Month				
Line item deleted via Amendment #001				
021	DELETED			
Line item deleted via Amendment #001				
022	DELETED			
023	Trash collection services for one (1) 6 cubic yard receptacle two (2) times per week from 1717 Industrial Drive	\$130.38 per month	\$130.38 per month	\$130.38 per month
024	Trash collection services for one (1) 6 cubic yard receptacle one (1) time per week from 1717 Industrial Drive	\$76.36 per month	\$76.36 per month	\$76.36 per month
025	Trash collection services for one (1) 3 cubic yard trash receptacle one (1) time per week from 1663 Industrial Drive	\$49.95 per month	\$49.95 per month	\$49.95 per month
026	Trash collection services for one (1) 6 cubic yard trash receptacle one (1) time per week from 1663 Industrial Drive	\$76.36 per month	\$76.36 per month	\$76.36 per month
UNSCHEDULED Trash Collection Service, Price Per Collection				
027	Per unscheduled collection of the 20 cubic yard trash receptacle from 8200 No More Victims Road	\$269.24 per collection	\$269.24 per collection	\$269.24 per collection
028	Per unscheduled collection of the 34 cubic yard trash receptacle with compactor from 8200 No More Victims Road	\$437.23 per collection	\$437.23 per collection	\$437.23 per collection
029	Per unscheduled collection of the 6 cubic yard trash receptacle from 1717 Industrial Drive	\$24.52 per collection	\$24.52 per collection	\$24.52 per collection
030	Per unscheduled collection of the 3 cubic yard trash receptacle from 1663 Industrial Drive	\$16.71 per collection	\$16.71 per collection	\$16.71 per collection

Line Item	Trash Collection Service	Original Contract Period Firm Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
031	Per unscheduled collection of the 6 cubic yard trash receptacle from 1663 Industrial Drive	\$24.52 per collection	\$24.52 per collection	\$24.52 per collection

EXHIBIT A

CURRENT/PRIOR EXPERIENCE VERIFICATION

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

Offeror Name or Subcontractor Name: <u>Allied Waste Services of Jefferson City</u>	
Experience/Service Information Verification (Current/Prior Services Performed For:)	
Name of Company/Client:	City of Jefferson
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	320 E McCarty Street Jefferson City, MO 65101
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	Janice McMillan Director of Planning and Protective Services 573 634-6410
Dates of Services:	1988 – present
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	We provide service for all residents, commercial and industrial customers within the city limits of Jefferson City.

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. Jefferson City Landfill Authority - 5605 Moreau River Access Road, Jefferson City, MO 65101	0105106
2.	
3.	

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

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

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

Name of Employee
1. Andy Gilmore
2. Kenny Branch
3. Carl Ousley
4. Don Lewis

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 with the proposal.

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

Employee/Conflict of Interest:

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

Exhibit B, continued**Registration of Business Name (if applicable) with the Missouri Secretary of State**

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

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



State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
PO Box 2050 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

File Number:

X01128551

Date Filed: 03/22/2011

Expiration Date: 03/22/2016

Robin Carnahan

Secretary of State

Registration of Fictitious Name

(Submit with filing fee of \$7.00)
(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 3 years from the filing date. (Chapter 417, RSMo)

Please check one box:

New Registration Renewal Amendment Correction

Charter number

Charter number

Charter number

The undersigned is doing business under the following name and at the following address:

Business name to be registered: Republic Services of Jefferson City

Business Address: 5645 Moreau River Access Road

(PO Box may only be used in addition to a physical street address)

City, State and Zip Code: Jefferson City, MO 65101

Owner Information:

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Name of Owners, Individual or Business Entity	Charter# Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%
Allied Services, LLC	FL001614	18500 North Allied Way	Phoenix, AZ	85054	

All owners must affirm by signing below

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that the statements made in this filing are subject to the penalties of a false declaration under Section 575.060 RSMo)

Eileen B. Schuler, Secretary of*

Owner's Signature or Authorized Signature of Business Entity

Printed Name: Allied Waste Landfill Holdings, Inc. Date: 3-21-11
Managing Member

Owner's Signature or Authorized Signature of Business Entity

Printed Name: _____ Date: _____

Owner's Signature or Authorized Signature of Business Entity

Printed Name: _____ Date: _____

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

State of Missouri
Fictitious Creation 1 Page(s)



T1108216519

STATE OF MISSOURI



Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

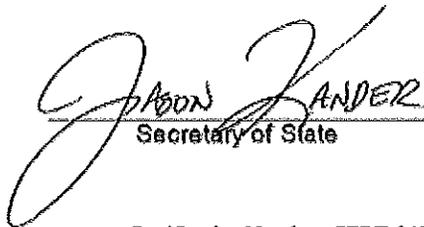
ALLIED SERVICES, LLC

using in Missouri the name

ALLIED SERVICES, LLC
FL0016142

a DELAWARE entity was created under the laws of this State on the 20th day of November, 1997, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 30th day of April, 2015.


Secretary of State

Certification Number: CERT-04302015-0086



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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT C, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Allied Services, LLC **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: Tipton Correctional Center

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

Date of Previous E-Verify Documentation Submission: 4-2-2015

Previous **Proposal/Contract Number** for Which Previous E-Verify Documentation Submitted: Tipton Correctional Center

Monte Krehbiel

 Authorized Business Entity Representative’s
 Name (Please Print)



 Authorized Business Entity
 Representative’s Signature

Allied Services, LLC

 Business Entity Name

5-4-2015

 Date

mkrehbiel@republicservices.com

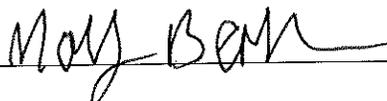
 E-Mail Address

356105

 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:



 Buyer

5-11-15

 Date

EXHIBIT D
PARTICIPATION COMMITMENT

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

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

EXHIBIT E

DOCUMENTATION OF INTENT TO PARTICIPATE

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

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

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

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

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

STANDARDS:

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

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

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

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

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

EXHIBIT F (continued)

MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

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

Date SDV Documents were Submitted: _____

Previous Proposal/Contract Number for Which the SDV Documents were Submitted:

(if applicable and known)

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

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Buyer

Date

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

I. 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.moob.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

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

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

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

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

<u><i>Monte Krehbiel</i></u> Authorized Representative's Signature	<u>Monte Krehbiel</u> Printed Name
<u>Divisional Sales Manager</u> Title	<u>4/2/15</u> Date
<u>mkrehbiel@republicservices.com</u> E-Mail Address	<u>356105</u> E-Verify Company ID Number

Subscribed and sworn to before me this 2nd of April 2015, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Cole, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 1-27-17.
(NAME OF STATE) (DATE)

<u><i>Megan A Welch</i></u> Signature of Notary	<u>4-2-15</u> Date
--	-----------------------



MEGAN A. WELCH
My Commission Expires
January 27, 2017
Cole County
Commission #13663071

E-Verify



Company ID Number: 40635
Client Company ID Number: 356105

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

If you have any questions, contact E-Verify at 1-888-464-4216.

Approved by:

Employer Allied Services, LLC

Alexandra Us Director - Employment Practices
Name (Please Type or Print) Title
Alexandra Us Signature Date 9/21/10

Designated Agent LawLogix Group, Inc.

Craig Duff
Name (Please Type or Print) Title
Electronically Signed Signature 09/08/2010 Date

Department of Homeland Security - Verification Division

Rebecca K. Green Deputy Chief, E-Verify
Name (Please Type or Print) Title
Rebecca K. Green Signature Date 9/21/10