



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

John Hall, CPPB  
John.Hall@doc.mo.gov  
(573) 526-6494 (Phone)  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
01/08/14	Attn: Lon Little Kingdom Projects, Inc. 2611 North Bluff Fulton, MO 65251	Amendment #2 Y13709102	Recycling Services for Fulton Reception and Diagnostic Center

**CONTRACT Y13709102 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.6.2 and 2.6.3 on page 8 of the awarded IFB, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of 03/01/15 through 02/28/16.

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

Return of this amendment by the contractor is not required.

\*\*\*\*\*

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



**Dave Dormire, Director, Division of Adult Institutions**



**Date**



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

John Hall, CPPB  
John.Hall@doc.mo.gov  
(573) 526-6494 (Phone)  
(573) 522-1562 (Fax)  
FMU/PURCHASING SECTION  
P.O. BOX 236  
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
01/08/14	Attn: Lon Little Kingdom Projects, Inc. 2611 North Bluff Fulton, MO 65251	Amendment #1 Y13709102	Recycling Services for Fulton Reception and Diagnostic Center

**CONTRACT Y13709102 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraph 2.6.2 and 2.6.3 on page 8 of the awarded IFB, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of 03/01/14 through 02/28/15.

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

Return of this amendment by the contractor is not required.

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

  
Dave Dormire, Director, Division of Adult Institutions

  
Date

# INVITATION FOR BID



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

Buyer of Record:  
Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526-6611  
[Lisa.Meyer@doc.mo.gov](mailto:Lisa.Meyer@doc.mo.gov)

# IFB 13709102 Amendment 001

Recycling Services

FOR  
Department of Corrections  
Fulton Reception-Diagnostic Center

Contract Period: Date of Award through One Year  
Date of Issue: January 28, 2013  
Page 1 of 35

**Bids Must Be Received No Later Than:**

**2:00 p.m., Thursday, February 7, 2013**

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

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

Company Name: KINGDOM PROJECTS, INC.

Mailing Address: 2611 NORTH BLUFF

City, State Zip: FULTON, MO. 65251

Telephone: (573) 642-7333 Fax: (573) 642-6699

Federal EIN #: 43-1104897 State Vendor # \_\_\_\_\_

Email: little@kingdomprojects.org  
barnes@kingdomprojects.org

Authorized Signer's Printed Name and Title: LON A. LITTLE DIRECTOR

Authorized Signature: [Signature] Bid Date 2-7-13

### NOTICE OF AWARD:

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

See page 1A.

[Signature]

Contract No. Y13709102

Dave Dormire, Director, Division of Adult Institutions

Date 3/1/13

IFB 13709102  
Kingdom Projects, Inc.

Page 1A

Accepted in its entirety to include documents verifying value of recycling products attached hereto.

Contract period shall be March 1, 2013 through February 28, 2014.

Pricing Page modified via Amendment 001

## 5. Pricing Page

**5.1 Recycling Services** – The bidder shall provide percentages for the following in accordance with the provisions and requirements of the Invitation for Bid. The bidder shall state the publication name and date for the percentages quoted below.

**Recycling Items:** The bidder shall provide a firm fixed percentage per item for each of the following.

- 001 Baled Cardboard 50 % per ton X Fair Market Value 110<sup>00</sup> (as of January 1, 2013)  
Publication Name \_\_\_\_\_
- 002 Mixed Paper 50 % per ton X Fair Market Value 125<sup>00</sup> (as of January 1, 2013)  
Publication Name \_\_\_\_\_
- 003 Aluminum 50 % per pound X Fair Market Value .51 (as of January 1, 2013)  
Publication Name \_\_\_\_\_
- 004 Bulk Steel Cans 35 % per ton X Fair Market Value 120 (as of January 1, 2013)  
Publication Name \_\_\_\_\_

In addition, the bidder agrees to provide recycling services as described herein even if the percentage for any of the items listed above falls to 0%.

**Renewal Options:** If the option for renewal is exercised by the Department, the contractor shall agree that the firm, fixed percentage per pound/ton, per item for the renewal period shall remain the same as the original contract period.

**Evaluation:** The bid will be evaluated based on the total percentage using the following criteria.

- Recycling of 30 tons of cardboard
- Recycling of 5 tons of mixed paper
- Recycling of 3 lbs. of aluminum
- Recycling of 10 tons of bulk steel cans

WE will provide payment sheets showing the value of the recyclable materials shipped during the month of collection from FRDC.  
We receive Bid sheets from Buyers on cardboard, paper and metals each month. Some of these buyers include: Federal Intl, Midland Davis, Rock-Tenn, MDK, MARCK Recycling, NATIONAL FIBER, David Recycling and Quincy Recycling.

**NATIONAL FIBER SUPPLY - KANSAS CITY • KANSAS CITY, KS 66115-1106**

VENDOR ID	NAME	PAYMENT NUMBER	DATE	AMOUNT	DISCOUNT	NET
KINGDOM	Kingdom Projects	00026198	1/2/2013			
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET	
49395	11/30/2012	\$1,767.79	\$1,767.79	\$0.00	\$1,767.79	
		\$1,767.79	\$1,767.79	\$0.00	\$1,767.79	

COMMENT

THIS DOCUMENT CONTAINS SECURITY FEATURES - THE FACE HAS A COLORED BACKGROUND ON WHITE PAPER.

**NATIONAL FIBER**

3210 North 7th Street Trafficway  
 Kansas City, KS 66115  
 Phone 913-321-0066  
 Fax 913-321-3394

THE PRIVATE BANK

2-648  
710

043379

NATIONAL FIBER  
 SUPPLY - KANSAS CITY

DATE  
 1/2/2013

AMOUNT  
 \$1,767.79

PAY One Thousand Seven Hundred Sixty Seven Dollars And 79 Cents

TO THE ORDER OF  
 Kingdom Projects  
 2611 North Business Highway 54  
 Fulton MO 65251



⑈043379⑈ ⑆071006486⑆

2208133⑈

THE REVERSE SIDE OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.

# NATIONAL FIBER

## SHIPPING STATEMENT

11/30/2012 To 11/30/2012

NATIONAL FIBER SUPPLY - KANSAS CITY  
 3210 N. 7th Street Trafficway  
 Kansas City, KS 66115  
 913-321-0066, FAX 913-321-3394

**FOR:**

Kingdom Projects  
 2611 North Business Highway 54  
 Fulton, MO 65251

TRADE NO.	SHIP DATE	TICKET NO	REF NO.	EQUIPMENT	DESCRIPTION	UNITS	WEIGHT(ST)	PRICE	AMOUNT
<b>REMIT</b>									
49395	11/30/12				OCC	Bales	20.798	85/ST	1767.79
					<b>Subtotal:</b>		<b>20.798</b>		<b>1767.79</b>
						<b>Total:</b>	<b>20.798 ST</b>		<b>USD 1,767.79</b>

# DAVID RECYCLING, INC.

Buyers of Scrap Iron, Steel and Metal  
 Fulton, MO 65251  
 (573) 642-2582

ROLL-OFF CONTAINER SERVICE



SCOTT, GENE, KEVIN DAVID

CHECK # Kingdom Product DATE 12-7 20 12

MATERIAL	GROSS	TARE	NET	PRICE	AMOUNT
ALUMINUM CANS			902	.51	460.02
<del>ALUMINUM STEEL</del> Shoes			395	.10	39.50
<del>STEEL</del> clothes			6802	.07	476.14
AC RAD.					
CAR RADIATORS					
#1 COPPER					
#2 COPPER					
STAINLESS STEEL					
BATTERIES					
TIN					
PREPARED STEEL					
UNPREPARED STEEL					
CAST					
ELECTRIC MOTORS					
UNBURNT WIRE					
BRASS					

TOTAL AMOUNT PAID \$ 975.66

Seller's Signature \_\_\_\_\_

DAVID RECYC  
 KEVIN DAVID OR  
 PH. 573-64  
 1500 W 71  
 FULTON, MO

PAY TO THE  
 ORDER OF King

Aime hunder

UNITED SECURITY  
 FULTON • AUXVASSE • KINGDOM C  
 AUXVASSE, MO 65231

MEMO Shoes - Clothes - C

⑆081517729⑆ 651

# DAVID RECYCLING, INC.

Buyers of Scrap Iron, Steel and Metal  
 Fulton, MO 65251  
 (573) 642-2582

ROLL-OFF CONTAINER SERVICE



SCOTT, GENE, KEVIN DAVID

CHECK # Kingdom Product DATE 10-31 2012

MATERIAL	GROSS	TARE	NET	PRICE	AMOUNT
ALUMINUM CANS			2402	.47	1128.94/100
ALUMINUM SCRAP					
ALUMINUM CAST					
AC RAD.					
CAR RADIATORS					
#1 COPPER					
#2 COPPER					
STAINLESS STEEL					
BATTERIES					
TIN					
PREPARED STEEL					
UNPREPARED STEEL					
CAST					
ELECTRIC MOTORS					
UNBURNT WIRE					
BRASS					

**TOTAL AMOUNT PAID** \$1128.94

Seller's Signature \_\_\_\_\_

*Pd.  
 Check #  
 6432*

80-2108 OMR SAFETY PAPER

**DAVID RECYCLING INC.**  
**KEVIN DAVID OR LEWIS DAVID**  
 PH. 573-642-2582  
 1500 W 7TH ST.  
 FULTON, MO 65251

DATE 10-31-12 6432

PAY TO THE ORDER OF Kingdom Products

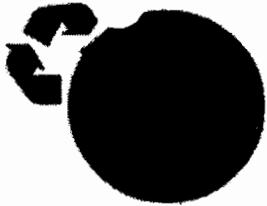
Eleven hundred and twenty eight 94/100 DOLLARS

\$ 1128.94/100

**UNITED SECURITY BANK**  
 FULTON • AUMVASSSE • KINGDOM CITY  
 AUMVASSSE, MO 65231

FDIC

*Kevin David*



# SHIPPING STATEMENT

11/12/2012 To 11/21/2012

**FOR:**  
Kingdom Project  
2611 N Bluff St  
Fulton, MO 65251  
USA

TRADE NO.	SHIP DATE	REL #	PICKUP #	EQUIP. #	DESCRIPTION	WEIGHT(LBS)	UNITS	PRICE	AMOUNT
<b>INVOICE</b>									
97922	11/12/12		11/05/12		ONP - NEWS #8	41,080	Baled	60/ST	1232.40
97884	11/15/12	60514	11/05/12		OCC - CORRUG CONTAINER	41,963	Baled	75/ST	1573.61
98485	11/15/12	6298	11/14/12		ONP - NEWS #8	43,242	Baled	60/ST	1297.26
98758	11/21/12	60608	11/19/12		OCC - CORRUG CONTAINER	42,647	Baled	75/ST	1599.26
<b>Location Subtotal:</b>						<b>168,932</b>			<b>5702.53</b>
<b>Total:</b>						<b>168,932 LBS</b>			<b>USD 5,702.53</b>

**BILL OF LADING**

**MDK, INC.**

625 Kienske Avenue

New Hampton, Iowa 50659

PHONE 641-394-2129

FAX 641-394-2871

USE THIS COUNTER  
REMITTING FEE CHECK

DO NOT USE THIS FORM FOR THIS FREIGHT BILL IS DESIGNED TO MEET THE REQUIREMENTS OF THE INTERSTATE COMMERCE COMMISSION AND THE FREIGHT TAGS PART II BE PAID AS REQUIRED BY SECTION 223 PART II OF THE INTERSTATE COMMERCE ACT.

WAYBILLED FROM

CONSIGNEE

MDK

STREET ADDRESS

1025 Kienske Ave

CERTIFICATION

New Hampton Ia

DATE

12/17

SHIPPER

Kingsdon Projects

STREET ADDRESS

Fulton Mo

POINT OF ORIGIN

WAYBILLS DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIES (I.C.C. RULING)

NO. PIECES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	RATE	TOTAL CHARGES
	Bwd Occ			
	61223			
ADVANCE \$	RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED			
OUR REVENUE \$	BY PHM			
BEYOND \$	BY SKOW COMPLETE COMPANY NAME & SIGNATURE - INITIALS NOT ACCEPTED			
DATE DELIVERED				
TIME DELIVERED				
DATE				

White - Original  
Yellow - Delivery Receipt  
Pink - Customer Copy

**BILL OF LADING**

**MDK, INC.**

625 Kienske Avenue

New Hampton, Iowa 50659

PHONE 641-394-2129

FAX 641-394-2671

USE THIS CHECKER  
REMITTING PAY CHECKS

WAYBILLED FREE

CONSIGNEE

MDK

STREET ADDRESS

625 Kienske Ave

ESTABLISHMENT

New Hampton I

DATE

12/17

SHIPPER

Kienson Products Filter MO

STREET ADDRESS

POINT OF ORIGIN

CHARGE NO.

WAYBILLS DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIES IF CC RULING

NO	PIECES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	DATE	TOTAL CHARGES
		Bul Occ			
		61224			

ADVANCE \$

OUR REVENUE \$

BEYOND \$

FORCARE ADJUSTED BY \$R OR "CR"

RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION

EXCEPT AS NOTED

FIRM

BY

SHOW COMPLETE COMPANY NAME & SIGNATURE - INDIVUALS NOT ACCEPTED

DATE DELIVERED

TIME DELIVERED

OFFICE

DO NOT SIGN THIS BILL  
THIS BILL IS DESIGNED TO MEET THE  
REQUIREMENTS OF THE INTERSTATE  
COMMERCE ACT AND THE FREIGHT  
COMMISSION AND THE FREIGHT  
BE PAID AS PROVIDED BY SECTION 11  
OF THE INTERSTATE COMMERCE ACT.

White - Original  
Yellow - Delivery Receipt  
Pink - Customer Copy

MDW, INC.

2005 PIONEER PROJECT - KINCINNATI, OHIO

PHOTO ARCHIVAL SERVICE

10/1/02 10:00 AM

00000000000000000000

www.mdw.com

MDW, INC.

2005 PIONEER PROJECT - KINCINNATI, OHIO

PHOTO ARCHIVAL SERVICE

10/1/02 10:00 AM

00000000000000000000

001482200102

0014995061601008842001

**MARCK INDUSTRIES INC.**

Box 912  
 401 Main St., Ste. E  
 Cassville, MO 65625  
 PHONE: 417-847-5900  
 FAX: 417-847-5990  
 www.marck.net

Commerce Bank, NA  
 1500 W. I. Dr.  
 Lawrence, MO 64047  
 www.commercebank.com

040559

18-1/1010

DATE

12/11/2012

AMOUNT

\*\*\*\*\*1,316.25

PAY One thousand three hundred sixteen and 25 / 100 Dollars

TO THE  
 ORDER  
 OF

Kingdom Project  
 2611 N Bluff St  
 Fulton, MO 65251  
 USA

Put your MARCK on the world, RECYCLE!



\_\_\_\_\_  
 AUTHORIZED SIGNATURE

Memo:

⑈040559⑈ ⑆101000019⑆ 613270214⑈

**MARCK INDUSTRIES INC.**

040559

VENDOR: KINPROJ  
 REMIT TO: Kingdom Project

CHECK: 0000040559  
 COMMENT:

DATE: 12/11/2012

INVOICE	DATE:	VOUCHER	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
97923	11/7/2012	0000072871	C143725   (C143725)	1,316.25	0.00	1,316.25
			TOTALS:	1,316.25	0.00	1,316.25



# SHIPPING STATEMENT

For Invoice No.: 97923

**FOR:**

Kingdom Project  
2611 N Bluff St  
Fulton, MO 65251  
USA

TRADE NO.	SHIP DATE	REL #	PICKUP #	EQUIP. #	DESCRIPTION	WEIGHT(LBS)	UNITS	PRICE	AMOUNT
<b>INVOICE</b>									
97923	11/07/12	6282	11/05/12		ONP - NEWS #8	43,875	Baled	60/ST	1316.25
<b>Location Subtotal:</b>						<b>43,875</b>			<b>1316.25</b>
<b>Total:</b>						<b>43,875 LBS</b>			<b>USD 1,316.25</b>

MDK INC.  
100- KINGDOM PROJECT-KINGDOM PROJECTS  
PWH AE KINGDOM PROJECTS

2811 N BLUFF  
FULTON, MO 65251

24345

Date: 01/26/2013

41000013	100000000	41000013	100000000	41000013	100000000
41000013	100000000	41000013	100000000	41000013	100000000

# BILL OF LADING

**MDK, INC.**

625 Klenske Avenue  
New Hampton, Iowa 50659

PHONE 641-394-2129

FAX 641-394-2871

USE THIS COVER REMITTING PAY CHECKS

DO NOT USE THIS SPACE  
THIS FREIGHT BILL IS DESIGNED TO MEET THE  
REQUIREMENTS OF THE INTERSTATE COMMERCE  
COMMISSION AND THE FREIGHT CHARGES MUST  
BE PAID AS REQUIRED BY SECTION 223 PART II  
OF THE INTERSTATE COMMERCE ACT.

CONSIGNEE	STREET ADDRESS	CITY/STATE	DATE
MDK	625 Klenske Ave	New Hampton IA	12/1/12
SHIPPER	STREET ADDRESS	CITY/STATE	DATE
Kingdom Projects	Fulton MO		

WAYBILLS DATES, NUMBERS AND POINTS OF TRANSFER OF ALL PREVIOUS CARRIES (I.C.C. RULING):  
 Roll on

NO. PIECES	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	RATE	TOTAL CHARGES
	OCC 61465			

ADVANCE	\$	RECEIVED THE ABOVE DESCRIBED PROPERTY IN GOOD CONDITION EXCEPT AS NOTED FIRM _____ BY _____ SHOW COMPLETE COMPANY NAME & SIGNATURE - INITIALS NOT ACCEPTED	DATE DELIVERED
OUR REVENUE	\$		TIME DELIVERED
BEYOND	\$		
* INDICATE SHIPPING BY "SEA" OR "AIR"		SHOW COMPLETE COMPANY NAME & SIGNATURE - INITIALS NOT ACCEPTED	

White - Original  
Yellow - Delivery Receipt  
Pink - Customer Copy



## Meyer, Lisa

---

**From:** Meyer, Lisa  
**Sent:** Thursday, February 14, 2013 10:12 AM  
**To:** DNRContact, little@kingdomprojects.org  
**Cc:** 'barnes@kingdomprojects.org'  
**Subject:** 12-0211 IFB 13709102 Clarification

To confirm, proposed pricing provided in response to IFB 13709102 for recycling services at the Fulton Reception-Diagnostic Center is:

001 50% per ton for a fair market value of 110.00 per ton  
002 30% per ton for a fair market value of 125.00 per ton  
003 25% per pound for a fair market value of .52 per pound  
004 35% per ton for a fair market value of .043 per ton

If possible, please provide documentation of the pricing proposed (i.e. copy of an invoice, publication, etc.).

A response is requested no later than Wednesday, February 20.

Sincerely,

*Lisa Meyer*, MBA, CPPB

Procurement Officer II  
Department of Corrections  
Phone: 573.526.6611  
Fax: 573.522.1562

Pricing Page modified via Amendment 001

## 5. Pricing Page

**5.1 Recycling Services** – The bidder shall provide percentages for the following in accordance with the provisions and requirements of the Invitation for Bid. The bidder shall state the publication name and date for the percentages quoted below.

**Recycling Items:** The bidder shall provide a firm fixed percentage per item for each of the following.

- \* 001 Baled Cardboard 50 % per ton X Fair Market Value \$ 110.00 (as of January 1, 2013)  
Publication Name ACTUAL PRICES PAID FROM BUYERS
- \* 002 Mixed Paper 30 % per ton X Fair Market Value \$ 125.00 (as of January 1, 2013)  
Publication Name ACTUAL PRICES PAID FROM BUYERS
- \* 003 Aluminum 25 % per pound X Fair Market Value \$.52 (as of January 1, 2013)  
Publication Name ACTUAL PRICES PAID FROM BUYERS
- \* 359. 004 Bulk Steel Cans 35% per ton X Fair Market Value .043 (as of January 1, 2013)  
Publication Name ACTUAL PRICES PAID FROM BUYERS

In addition, the bidder agrees to provide recycling services as described herein even if the percentage for any of the items listed above falls to 0%.

**Renewal Options:** If the option for renewal is exercised by the Department, the contractor shall agree that the firm, fixed percentage per pound/ton, per item for the renewal period shall remain the same as the original contract period.

**Evaluation:** The bid will be evaluated based on the total percentage using the following criteria.

- Recycling of 30 tons of cardboard
- Recycling of 5 tons of mixed paper
- Recycling of 3 lbs. of aluminum
- Recycling of 10 tons of bulk steel cans

We use Yellow Street Pricing as a guideline  
actual prices are used with copy & receipts of sold commodities  
PRICING we receive is often very different than CHICAGO MARKET

**Employee Bidding/Conflict of Interest:**

Bidders 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 bidder or any owner of the bidder'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:

N/A

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:

N/A %

**Certification License Number** – State license number and expiration date:

License Number 05-01601-S-022 Expiration Date 2-28-2014

**Personnel** – Provide a list of employees who will be providing recycling services at the Fulton Reception and Diagnostic Center. (Use additional sheets if necessary)

1. TIM POWERS

2. CLINT VAUGHN

3. LON LITTLE

4. MIKE CARROLL

**EXHIBIT A**

**PARTICIPATION COMMITMENT**

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	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 bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1. <b>KINGDOM PROJECTS, INC</b>	8,000	Product/Service(s) proposed: <b>Recycling Collectors/Access</b> IFB Paragraph References:
2.		Product/Service(s) proposed: IFB Paragraph References:

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT A, continued****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's response.

~ Copy This Form For Each Organization Proposed ~

Bidder Name: \_\_\_\_\_

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

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

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

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

KINGDOM PROJECTS, INC

(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

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

LOW LITTLE

Email: \_\_\_\_\_

little@kingdomprojects.org

Address (If SDVE, provide MO Address): \_\_\_\_\_

2611 North Blvd

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

(573) 642-7333

City: \_\_\_\_\_

FULTON

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

(573) 642-6699

State/Zip: \_\_\_\_\_

MO. 65251

Certification # \_\_\_\_\_

05-01601-S-022

SDVE's Website \_\_\_\_\_

Certification \_\_\_\_\_

(or attach copy of certification)

Address: \_\_\_\_\_

Expiration \_\_\_\_\_

Date: \_\_\_\_\_

2-28-2014

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

SDV's \_\_\_\_\_

(SDV) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

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

Authorized Signature:

[Handwritten Signature]

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

2-7-2013

Date

(Dated no earlier than the IFB issuance date)

**EXHIBIT B, continued****BOX B – CURRENT BUSINESS ENTITY STATUS**

*(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.)*

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

LON A. LITTLE

Authorized Business Entity  
Representative's Name  
(Please Print)

[Signature]

Authorized Business Entity  
Representative's Signature

Kingson Projects, Inc.

Business Entity Name

2-7-2013

Date

little@KingsonProjects.org

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



## Employment Eligibility Verification

Welcome  
Charlene Chiles

User ID  
CCHI0021

Last Login  
11:46 AM - 02/07/2013 Log Out



Click any for help

Home  
My Cases  
New Case  
View Cases  
Search Cases  
My Clients  
Add New Client  
View Existing Clients  
My Profile  
Edit Profile  
Change Password  
Change Security Questions  
My Company  
Edit Company Profile  
Add New User  
View Existing Users  
Close Company Account  
My Reports  
View Reports  
My Resources  
View Essential Resources  
Take Tutorial  
View User Manual  
Contact Us

## Company Information

**Company Name:** Kingdom Projects, Inc.

[View / Edit](#)

**Company ID Number:** 292360

**Doing Business As (DBA) Name:**

**DUNS Number:**

## Physical Location:

**Address 1:** 2611 N. Bluff St.

**Address 2:**

**City:** Fulton

**State:** MO

**Zip Code:** 65251

**County:** CALLAWAY

## Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

## Additional Information:

**Employer Identification Number:** 431104897

**Total Number of Employees:** 5 to 9

**Perform verifications for your company's employees:** Yes

**Parent Organization:** Kingdom Projects, Inc.

**Administrator:**

## Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 611 - EDUCATIONAL SERVICES

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 2

[View / Edit](#)

[View MOU](#)

**EXHIBIT B, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now LOU LITTLE (Name of Business Entity Authorized Representative) as MANAGER (Position/Title) first being duly sworn on my oath, affirm KINGDOM PROJECTS (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 KINGDOM PROJECTS (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.)*

[Signature]  
Authorized Representative's Signature

LOU A. LITTLE  
Printed Name

MANAGER  
Title

2-7-2013  
Date

little@kingdomprojects.org  
E-Mail Address

43-1104897  
E-Verify Company ID Number

Subscribed and sworn to before me this 7<sup>th</sup> of Feb. 2013. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Callaway, State of  
(NAME OF COUNTY)  
Missouri, and my commission expires on 01/24/2015  
(NAME OF STATE) (DATE)

Charlene M. Chiles  
Signature of Notary

02/07/2013  
Date



**EXHIBIT B, continued**

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

*(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.)*

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

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

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

(\*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: JUNE 2011

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

Rest AREA CONTRACTS  
(if known)

KINGDOM PROJECTS, INC.

Authorized Business Entity Representative's Name

(Please Print)

43-1104897

E-Verify MOU Company ID Number

Kingdom PROJECTS

Business Entity Name

Jan Little

Authorized Business Entity Representative's Signature

little@kingdomprojects.org

E-Mail Address

2-7-13

Date

**FOR STATE USE ONLY:**

Documentation Verification Completed By:

Buyer

Date

## INVITATION FOR BID



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

Buyer of Record:  
Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526-6611  
[Lisa.Meyer@doc.mo.gov](mailto:Lisa.Meyer@doc.mo.gov)

## IFB 13709102 Amendment 001

Recycling Services

FOR  
Department of Corrections  
Fulton Reception-Diagnostic Center

Contract Period: Date of Award through One Year  
Date of Issue: January 28, 2013  
Page 1 of 35

**Bids Must Be Received No Later Than:**

**2:00 p.m., Thursday, February 7, 2013**

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

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

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal EIN #: \_\_\_\_\_ State Vendor # \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signer's Printed Name and Title \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date \_\_\_\_\_

### NOTICE OF AWARD:

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

Contract No. \_\_\_\_\_

\_\_\_\_\_  
Dave Dormire, Director, Division of Adult Institutions

\_\_\_\_\_  
Date

**IFB 13709102 AMENDMENT 001**  
**Recycling Services for Department of Corrections, Fulton Reception-Diagnostic Center**

IFB 13709102 is hereby amended as follows:

1. Bids Must Be Received No Later Than: **2:00 p.m., Thursday, February 7, 2013.**
2. The following paragraphs/pages were modified via IFB 13709102 Amendment 001:
  - 2.4.1
  - 2.5.1
  - 2.5.4
  - Pricing Page

# INVITATION FOR BID



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

Buyer of Record:  
Lisa Meyer, MBA, CPPB  
Procurement Officer II  
Telephone: (573) 526-6611  
[Lisa.Meyer@doc.mo.gov](mailto:Lisa.Meyer@doc.mo.gov)

# IFB 13709102

Recycling Services

FOR  
Department of Corrections  
Fulton Reception-Diagnostic Center

Contract Period: Date of Award through One Year  
Date of Issue: January 7, 2013  
Page 1 of 34

**Bids Must Be Received No Later Than:**

**2:00 p.m., Thursday, January 31, 2013**

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

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

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal EIN #: \_\_\_\_\_ State Vendor # \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signer's Printed Name and Title \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Bid Date \_\_\_\_\_

## NOTICE OF AWARD:

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

Contract No. \_\_\_\_\_

Dave Dormire, Director, Division of Adult Institutions

Date \_\_\_\_\_

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

---

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction

- 1.1.1 The Missouri Department of Corrections is accepting competitive, sealed bids to establish a contract for recycling services for the Fulton Reception and Diagnostic Center as set forth herein.

### 1.2 Background Information

- 1.2.1 The location of the Fulton Reception and Diagnostic Center is 1393 Highway O, in Fulton, MO and is an intake and orientation center for male inmates assigned from central Missouri and houses approximately 1,450 inmates.

- a. The state of Missouri owns a 30 cubic yard dumpster that is presently used for collection of steel cans at this location.
- b. It is estimated that a 30 cubic yard container holds approximately 4,500 pounds of whole (not flattened) steel cans.
- c. A 30 cubic yard dumpster filled with flattened cans weighs approximately 25,500 pounds.

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

- a. Introduction and General Information
- b. Contractual Requirements
- c. Bid Submission Information
- d. Evaluation and Award Process
- e. Pricing Page
- f. Exhibits A-C
- g. Terms and Conditions

- 1.2.3 Each bidder is solely responsible for a prudent and complete personal inspection, examination and assessment of the location of the recycle containers that may affect or influence the performance of services described and required by the Contractual Requirements.

- 1.2.4 Bidders are strongly encouraged to make an appointment with the Fulton Reception and Diagnostic Center if a tour of the facility is deemed necessary.

### 1.3 Contact

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

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements

- 2.1.1 The contractor shall collect and recycle the recyclable materials as identified on Attachment 1 for the Department of Corrections, Fulton Reception-Diagnostic Center (hereinafter referred to as the Department) in accordance with the provisions and requirements stated herein. Prior usage recycling amounts are also included on Attachment 1.

- 2.1.2 The contractor shall provide the services on an as needed, if needed basis. The Department does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement.

2.1.3 The contractor shall agree and understand that the Department's Business Manager shall be responsible for providing oversight of the recycling.

2.1.4 The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A listing of the State Holidays can be found at the following website:

<http://oa.mo.gov/pers/StateHolidays.htm>

2.1.5 In the event that the contractor is not able to make a collection at a particular time or day as required herein due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall be permitted to reschedule such collection(s) for the next reasonable available time.

2.1.6 The contractor shall perform all services to the sole satisfaction of the Department as specified herein. The contractor shall understand that the Department's Business Manager shall, at any time throughout the contract, accompany the contractor during any collection, hauling/ transporting, or recycling process being conducted by the contractor. The contractor shall not restrict or in any way limit the Department's right or ability to oversee any and all services provided by the contractor.

## 2.2 Specific Requirements

2.2.1 The contractor shall be responsible for recycling the following items for the Department:

Baled Cardboard  
Mixed Paper  
Aluminum  
Bulk Steel Cans

2.2.2 The contractor shall pick up recyclables from the Department within 10 days of contact.

2.2.3 The Department will report the number of bales per pick up and the number of tips of the dumpster. Both the Contractor and the Department will sign a sheet verifying the information.

2.2.4 The contractor will report the weight of recycled materials to the Department within 24 hours of receipt of the materials. The Department shall have the option to verify the weight of materials, if requested.

2.2.5 Contract Monitoring - The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

Requiring additional, more detailed financial reports or other documentation;  
Additional contract monitoring;  
Requiring the contractor to obtain technical or management assistance; and/or  
Establishing additional prior approvals from the state agency.

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

## 2.3 Personnel and Security Requirements

2.3.1 The contractor understands and agrees that by signing the IFB, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable state and federal laws. If the contractor is found in violation of this requirement or the applicable state, federal, and local laws and/or regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the State of Missouri shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five (25) percent of the total amount due to the contractor.
- b. The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local enforcement agencies.
- c. The contractor shall enroll or maintain enrollment and participate in E-Verify, a federal work authorization program, with respect to the employees working in connection with the contracted services included herein.
- 2.3.2 The contractor shall supervise all the contractor's personnel and the services provided by such personnel as required to satisfactorily perform the requirements of the contract.
- 2.3.3 The contractor's personnel shall only be allowed in work areas to which they are assigned.
- 2.3.4 No person who is currently under the supervision of the federal government, any state or county, or being supervised by a municipal correctional agency for a conviction of moral turpitude shall be assigned to or provide services pursuant to the contract. Any person who has been convicted of a felony or misdemeanor shall receive approval of the Department Division Director prior to being assigned to provide services. These prohibitions include the contractor, the contractor's designee, and employees of the contractor.
- a. The Department and/or the designated representative shall have the right to disapprove access to the building to any of the contractor's employees for any reason.
- 2.3.5 The contractor must ensure that each of the contractor's assigned personnel are reasonably dressed and groomed while on site, are wearing an article of clothing identifying the contractor, and have a visible picture ID tag at all times.
- 2.3.6 The contractor's personnel shall not loiter in the building(s) nor smoke anywhere in the building(s), including any interior loading dock area.
- 2.3.7 The contractor shall not use nor allow the contractor's personnel to use any State of Missouri telephones and/or equipment in the buildings.
- 2.3.8 The Department reserves the right to approve or disapprove appointment of any of the contractor's personnel to provide services required by the contract. The Department also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the contractor's assigned personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

## 2.4 REPORTING REQUIREMENTS

Paragraph 2.4.1 modified via Amendment 001

- 2.4.1 Monthly Report** With each payment submitted to the Department and no later than 60 days from the date of collection activities, the contractor shall submit a "Recycling Report and Financial Reconciliation Report" to the Department's Business Manager as specified below:

The monthly report must, at a minimum, contain the following information from the recycling collection activities:

- 1) Pickup date

- 2) Weight by Type of Materials collected:
  - Baled Cardboard – Actual weight,
  - Mixed Paper – Actual weight,
  - Aluminum –Actual weight,
  - Bulk Steel Cans – Actual weight
- 3) Total amount for each recyclable material listed above

## 2.5 PAYMENT AND LIQUIDATED DAMAGES REQUIREMENTS

### Paragraph 2.5.1 modified via Amendment 001

**2.5.1 Payment Requirements** No later 60 days from date of collection, the contractor shall make payment either by check or money order payable to the Missouri State Recycling Fund in accordance with the schedule below for the total amount due based on the weight of the collections made by the contractor. The payment for cardboard, mixed paper and steel cans shall be paid to the Missouri State Recycling Fund at the rate of percentage of the "Current Market Value".

The Department shall specify to whom the payment for aluminum shall be paid. The rate of percentage of the "Current Market Value" is to be in accordance with the contract.

2.5.2 The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. The State of Missouri shall not allow any other expenses or reimbursements to the contractor for any materials, equipment, or services provided.

**2.5.3 Liquidated Damages** The contractor shall agree and understand that the provision of the recycling services in accordance with the requirements stated herein is considered critical to the efficient operations of the Department. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

### Paragraph 2.5.4 modified via Amendment 001

2.5.4 Payment made after 60 days in arrears will result in an additional 10% of "Current Market Value" added to the amount paid and an additional 10% for every 30 days in arrears after that.

2.5.5 The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the Department. The contractor shall make all required liquidated damage payments to the Department at the time of submission of the monthly report.

2.5.6 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

2.5.7 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

## 2.6 OTHER CONTRACTUAL REQUIREMENTS:

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

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- b. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

2.6.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.6.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the percentages for the renewal period shall not be below the maximum percentage for the applicable renewal period stated on the Pricing Page of the contract.

- a. Percentages during the renewal periods shall be the same as during the original contract period.

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

2.6.5 Notices - Any written notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address designated in the contract, or to an e-mail address the contractor may have requested in writing, or deposited in the United States mail, postage pre-paid and addressed to the contractor at the address designated in the contract, or at an address the contractor may have requested in writing.

2.6.6 Transition -

- a. Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.
- 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for the percentage as set forth in the contract.
- 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

- 2.6.7 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
  - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.6.8 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.
- 2.6.9 The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
  - b. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assigns.
- 2.6.10 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.
  - a. 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. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.6.11 Personnel - The contractor understands that all employees who provide services in the facility must be at least 21 years of age and must submit to and pass a background investigation conducted by the Department or its designee. Such investigation shall be equivalent to investigations required of all personnel employed by the Department.

- a. Offenders under active federal or state felony or misdemeanor supervision must receive written division director approval prior to becoming a contractor/employee on an agency contract. Contractors/employees with prior felony convictions and not under active supervision must receive written division director or designee approval in advance.
- b. Offenders under active federal or state felony or misdemeanor supervision must receive written division director approval prior to becoming a contractor/employee on an agency contract. Contractors/employees with prior felony convictions and not under active supervision must receive written division director or designee approval in advance.
- c. The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, current, or hereafter adopted, regarding operations and activities in and about all Department property.
- d. The contractor and its personnel shall assist the Department in enforcing offender rules by reporting violations to the Department or its designee. The contractor agrees to assist the Department in enforcing a zero tolerance policy for offender abuse, including sex abuse. Furthermore, the contractor shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.

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

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

- 2.6.13 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.6.14 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.
- 2.6.15 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 2.6.16 Confidentiality - 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 Department.
- 2.6.17 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the Department no later than 30 calendar days after award of the contract.
- 2.7 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) participation levels committed to in the contractor's awarded bid.
- 2.7.1 The contractor shall prepare and submit to the state agency a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or SDVEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the state agency.
- 2.7.2 The state agency will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded bid. 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 state agency determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- 2.7.3 If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded bid.
- a. The contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.
  - b. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the state agency detailing all efforts made to secure a replacement. The state agency shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- 2.7.4 Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the state agency. 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 Office of Administration/Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

### **3 BIDDERS' SUBMISSION INFORMATION**

#### **3.1 Submission of Bids**

- 3.1.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.
- a. It is the bidder's sole responsibility to provide sufficient information to demonstrate that the bidder has the necessary knowledge, experience, and resources to accomplish the requirements.
  - b. By submitting a bid, the bidder agrees to furnish all services specified in the IFB, at the percentages quoted, pursuant to all requirements and specifications contained herein.
- 3.1.2 The bidder should complete and return the Miscellaneous Information section which follows the pricing page. The bidder should state any certification license number and expiration date in the Miscellaneous Information section and submit this information with the bid response.
- 3.1.3 Familiarity with the Location – The bidder must be familiar with the facility. In order to be considered *familiar* with the location, the bidder must either have attended a tour of the locations or have knowledge of the facility and any existing conditions and factors of the buildings that may affect the performance of the required services.
- 3.2 **Compliance with Terms and Conditions** The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

### **3.3 Firm Fixed Pricing**

- 3.3.1 The bidder shall submit firm fixed percentage for the original contract period as indicated on the Pricing Page.
- a. The percentages bid shall remain valid for 90 days from bid closing date unless otherwise indicated.
  - b. Percentages shall be considered firm for the duration of the contract period.
- 3.3.2 The bidder's percentages shall also be the same for the renewal option years.

### **3.4 Unit of Measure**

- 3.4.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the Buyer.
- 3.4.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the State of Missouri reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the State of Missouri.

## **4 EVALUATION PREFERENCES & AWARD DETERMINATION**

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

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

sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The bidder must either provide a properly completed **EXHIBIT A**, Documentation of Intent to Participate Form, signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the IFB issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- a. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

- b. 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>

- b. Commitment – If the bidder's bid is awarded, the organization for the blind or sheltered workshop participation committed to by the bidder on **EXHIBIT A**, Participation Commitment, shall be interpreted as a contractual requirement.

#### **4.2 Missouri Service-Disabled Business Preference**

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

If the highest percentage bidder qualifies for the preference, or in the event none of the bidders qualify for the preference, no further calculation is necessary.

#### **4.3 Business Compliance:**

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

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

○ **Affidavit of Work Authorization and Documentation:**

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

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

Determination of Highest Percentage Bidder– The bidder with the most points after completing the calculations as specified below is considered the highest bidder. The objective percentage evaluation shall be conducted as follows:

The percentage calculations shall be based on the amounts as listed on the pricing page for the collections per year as quoted on the Pricing Page. The bidder should also include the fair market value for each item as of January 1, 2013, the source used by the bidder (to include publication name and documentation (by either submitting a copy of the source used or a website where the percentage is stated)). The evaluation of total points will be computed as follows for each bidder:

Percentage Bid x Fair Market Value = Bidder's Price

The evaluation will include the original and any potential renewal periods.

Total points shall be computed from the result of the calculation stated above using a scale of 100 possible points and the following formula:

$$\frac{\text{Compared Bidder's Price}}{\text{Highest Responsive Bidder's Price}} \times 100 + \text{Preference Points} = \text{Total Cost Points}$$

The Department makes no guarantee regarding the accuracy of the quantities stated. The Department does not intend to imply the figures used for the evaluation reflect actual or anticipated usage.

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

Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the highest responsive bidder.

The State of Missouri reserves the right to reject any bid 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 bidder or any subcontractor(s) proposed to provide the recycling services within the past three (3) years, and (2) inability of the bidder to document recent responsible and reliable past experience/performances similar to the services required.

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

Determination of Award - The contract will be awarded to the bidder with the most points who is responsive, and responsible and reliable, determined as specified herein.

Pricing Page modified via Amendment 001
---

## 5. Pricing Page

**5.1 Recycling Services** – The bidder shall provide percentages for the following in accordance with the provisions and requirements of the Invitation for Bid. The bidder shall state the publication name and date for the percentages quoted below.

**Recycling Items:** The bidder shall provide a firm fixed percentage per item for each of the following.

- 001 Baled Cardboard \_\_\_\_\_% per ton X Fair Market Value \_\_\_\_\_ (as of January 1, 2013)  
Publication Name \_\_\_\_\_
- 002 Mixed Paper \_\_\_\_\_% per ton X Fair Market Value \_\_\_\_\_ (as of January 1, 2013)  
Publication Name \_\_\_\_\_
- 003 Aluminum \_\_\_\_\_% per pound X Fair Market Value \_\_\_\_\_ (as of January 1, 2013)  
Publication Name \_\_\_\_\_
- 004 Bulk Steel Cans \_\_\_\_\_% per ton X Fair Market Value \_\_\_\_\_ (as of January 1, 2013)  
Publication Name \_\_\_\_\_

In addition, the bidder agrees to provide recycling services as described herein even if the percentage for any of the items listed above falls to 0%.

**Renewal Options:** If the option for renewal is exercised by the Department, the contractor shall agree that the firm, fixed percentage per pound/ton, per item for the renewal period shall remain the same as the original contract period.

**Evaluation:** The bid will be evaluated based on the total percentage using the following criteria.

- Recycling of 30 tons of cardboard
- Recycling of 5 tons of mixed paper
- Recycling of 3 lbs. of aluminum
- Recycling of 10 tons of bulk steel cans

**Employee Bidding/Conflict of Interest:**

Bidders 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 bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official  
or employee of the State of Missouri or any  
political subdivision thereof:

\_\_\_\_\_

If employee of the State of Missouri or political  
subdivision thereof, provide name of state agency  
or political subdivision where employed:

\_\_\_\_\_

Percentage of ownership interest in bidder's  
organization held by elected or appointed  
official or employee of the State of Missouri  
or political subdivision thereof:

\_\_\_\_\_ %

**Certification License Number** – State license number and expiration date:

License Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

**Personnel** – Provide a list of employees who will be providing recycling services at the Fulton Reception and Diagnostic Center. *(Use additional sheets if necessary)*

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**EXHIBIT A****PARTICIPATION COMMITMENT**

(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.)

<b>Name of Organization for the Blind or Sheltered Workshop Proposed</b>	<b>Committed Participation</b> (\$ amount or % of total value of contract)	<b>Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop</b> <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.		Product/Service(s) proposed: IFB Paragraph References:
2.		Product/Service(s) proposed: IFB Paragraph References:

(The services performed or the products provided by the listed SDVE 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.)

<b>Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed</b>	<b>Committed Percentage of Participation for Each SDVE</b> (% of the Actual Total Contract Value)	<b>Description of Products/Services to be Provided by Listed SDVE</b> <i>The bidder should also include the paragraph number(s) from the IFB which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT A, continued****DOCUMENTATION OF INTENT TO PARTICIPATE**

If the bidder is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the IFB, the bidder must either provide a recently dated letter of intent, signed and dated no earlier than the IFB issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's response.

*~ Copy This Form For Each Organization Proposed ~*

Bidder Name: \_\_\_\_\_

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

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

\_\_\_\_\_ Organization for the Blind

\_\_\_\_\_ Sheltered Workshop

\_\_\_\_\_ SDVE

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

(Name of Organization for the Blind, Sheltered Workshop, or SDVE)

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

Email: \_\_\_\_\_

Address (If SDVE, provide  
MO Address): \_\_\_\_\_

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

City: \_\_\_\_\_

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

State/Zip: \_\_\_\_\_

Certification # \_\_\_\_\_

SDVE's Website  
Address: \_\_\_\_\_

Certification  
Expiration  
Date: \_\_\_\_\_  
(or attach copy of certification)

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

SDV's  
Signature: \_\_\_\_\_

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

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

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

**Authorized Signature:**

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

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

**EXHIBIT A, continued**

**DOCUMENTATION OF INTENT TO PARTICIPATE  
SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

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

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

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

Name of **Missouri State Agency** or **Public University\*** to which the SDV's documents were submitted:

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

**Date** SDV's documents were submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV's documents were submitted: \_\_\_\_\_  
(if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website [[www.oe.mo.gov/purch/vendorinfo/sdvc.html](http://www.oe.mo.gov/purch/vendorinfo/sdvc.html)] for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____	_____
Buyer	Date

**EXHIBIT B****BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:****The bidder must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- |                      |  |
|----------------------|--|
| <b><u>BOX A:</u></b> | To be completed by a non-business entity as defined below.   |
| <b><u>BOX B:</u></b> | To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm">http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm</a> . |
| <b><u>BOX C:</u></b> | 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 utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under B2Z13021 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the State of Missouri with all documentation required in Box B of this exhibit.

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

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

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

\_\_\_\_\_  
 Date

**EXHIBIT B, continued****BOX B – CURRENT BUSINESS ENTITY STATUS**

*(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.)*

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

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

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

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

\_\_\_\_\_  
Date

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

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT B, continued**

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

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

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

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

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

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

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

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

(if known)

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

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

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

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

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

\_\_\_\_\_  
Date

**FOR STATE USE ONLY:**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT C**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS

**TERMS AND CONDITIONS -- INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

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

- a. **Agency and/or Department** means the Missouri Department of Corrections (Department).
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of the Department.
- 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 Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**3. PROCUREMENT AUTHORITY AND CONTRACT ADMINISTRATION**

- a. The Office of Administration has issued a delegation of authority to the Department that enables the Department to develop, evaluate, and award contracts with a value up to \$24,999.99.
- b. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- c. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

#### 4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the Department, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

#### 5. PREPARATION OF BIDS

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

- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

## **6. SUBMISSION OF BIDS**

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

## **7. BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified in the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The Department will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the Department's Purchasing office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **8. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with section 34.074 RSMo.

## **9. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Department reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Department reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The Department reserves the right to reject any and all bids.
- g. When evaluating a bid, the Department reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Department to the successful bidder. The Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation submitted on or before the official opening date and time will be considered open records pursuant to section 610.021 RSMo.
- k. The Department maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.
- l. The Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by the Department.

## **10. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the Department does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department 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.

## **11. 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.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

- e. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

## **12. DELIVERY**

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

## **13. INSPECTION AND ACCEPTANCE**

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

## **14. WARRANTY**

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

## **15. CONFLICT OF INTEREST**

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

## **16. CONTRACTOR STATUS**

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

## **17. REMEDIES AND RIGHTS**

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

#### **18. SEVERABILITY**

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

#### **19. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Department, 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 Department will issue a notice of cancellation terminating the contract immediately.
- c. If the Department cancels the contract for breach, the Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Department deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that 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 Department for any period in which funds have not been appropriated, and the Department shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the Department has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Department shall declare a breach and cancel the contract immediately without incurring any penalty.

#### **20. TERMINATION OF CONTRACT**

- a. The Department reserves the right to terminate the contract at any time for the convenience of the Department, without penalty or recourse, by giving notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.

#### **21. ASSIGNMENT OF CONTRACT**

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

#### **22. FORCE MAJEURE**

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

#### **23. CONTRACT EXTENSION**

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

#### **24. COMMUNICATIONS AND NOTICES**

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

#### **25. INSURANCE**

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

#### **26. BANKRUPTCY OR INSOLVENCY**

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

#### **27. INVENTIONS, PATENTS AND COPYRIGHTS**

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

#### **28. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### **29. AMERICANS WITH DISABILITIES ACT**

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

#### **30. FILING AND PAYMENT OF TAXES**

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

**31. TITLES**

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

**Attachment 1**

Prior Estimated Usage

*The estimated amounts below are from the Department's prior usage reports. More up to date information is not currently available.*

In fiscal year 2008 the Department estimated recycling 51,720 lbs. of cardboard per year.

In fiscal year 2008 the Department estimated recycling of 2,465 lbs. of mixed paper.

In fiscal year 2007 the Department estimated 1,750 lbs. of aluminum.

In fiscal year 2008 the Department estimated recycling 12,230 lbs. of bulk steel cans.