



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

RETURN AMENDMENT NO LATER THAN April 22, 2015 TO:

Pamela Hodges, Procurement Officer I
Pamela.Hodges@doc.mo.gov
 (573) 522-2109 (Phone)
 (573) 522-1562 (Fax)
 FMU/PURCHASING SECTION
 P.O. BOX 236
 JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
April 8, 2015	Sonny's Solid Waste Services, Inc. 451 Smith Ave., PO Box 791 Sikeston, MO 63801	Amendment #003 Y14709103	Wood Ash Collection Services For Southeast Correctional Center

CONTRACT Y14709103 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 3.1.2 on page 6, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of September 1, 2015 through August 31, 2016.

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

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

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Sonny's Solid Waste Service
 Mailing Address: PO Box 791
 City, State Zip: Sikeston, MO 63801
 Telephone: 573-471-2869
 E-Mail Address: mglaus@charter.net
 Authorized Signer's Printed Name and Title: Michael W. Glauz VP
 Authorized Signature: Michael W. Glauz Date: 4-14-15

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

[Signature] Date: 5/4/15
 Dave Dormire, Director, Division of Adult Institutions



**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
8/5/14	Sonny's Solid Waste Services, Inc. 451 Smith Ave., PO Box 791 Sikeston, MO 63801	Amendment #002 Y14709103	Wood Ash Collection Services Southeast Correctional Center

CONTRACT Y14709103 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 3.1.2 on page 6 of the IFB, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of 8/10/14 through 8/31/15.

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



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
 HARRY S. TRUMAN OFFICE BUILDING
 301 WEST HIGH STREET, ROOM 730
 PO BOX 809
 JEFFERSON CITY, MO 65102

PHONE: (573) 751-2624 FAX: (573) 751-7277

NOTICE OF CONTRACT AMENDMENT

CONTRACT NUMBER: DOC Y14709103 (FMDC-13-0006)	CONTRACT TITLE: WOOD ASH COLLECTION SERVICES	CONTRACT PERIOD: AUGUST 10, 2013 THROUGH AUGUST 9, 2014	AMENDMENT NUMBER: 001
CONTRACTOR VENDOR NUMBER: 4310146050 1		DELIVER EQUIPMENT, SUPPLIES AND/OR SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:	
CONTRACTOR NAME AND ADDRESS: Sonny's Solid Waste Services, Inc. 451 Smith Ave., PO Box 791 Sikeston, MO 63801		SOUTHEAST CORRECTIONAL CENTER 300 E. PEDRO SIMMONS DRIVE, HIGHWAY 105 CHARLESTON, MO 63834	
		SEND INVOICES TO: POSTAL: MISSOURI DEPARTMENT OF CORRECTIONS PO BOX 236 JEFFERSON CITY, MO 65102	
		EMAIL: doc.payables@doc.mo.gov	

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

Contract DOC Y14709103 (FMDC-13-0006) is hereby amended pursuant to the attached Amendment #001 signed by Michael U Glaus on 11/14/13.

STATE OF MISSOURI USE ONLY

OA/FMDC CONTACT NAME: Rebecca Brinkley	OA/FMDC CONTACT TITLE: Contract Specialist II	OA/FMDC CONTACT INFORMATION: Email: Rebecca.brinkley@oa.mo.gov Phone: (573)-526-4135 Fax: (573) 751-7277	
SIGNATURE OF OA/FMDC CONTACT: <i>Rebecca Brinkley</i>		DATE: 11-15-13	
SIGNATURE OF OA/FMDC AUTHORIZED REPRESENTATIVE: <i>Samy Burhardt</i>		TITLE: CONTRACT SERVICES MANAGER	DATE: 11-15-13

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STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: DOC Y14709103 (FMDC-13-0006)
TITLE: WOOD ASH COLLECTION SERVICES

TO: Sonny's Solid Waste Services, Inc.
451 Smith Ave.
Sikeston, MO 63801

ISSUE DATE: 11/14/13

AMENDMENT MUST BE RECEIVED BY NO LATER THAN: 11/20/13

RETURN AMENDMENT TO: (U.S. MAIL) OA/FMDC PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) OA/FMDC 301 WEST HIGH STREET, RM 730 JEFFERSON CITY MO 65101-1517

OR FAX TO: (573) 751-7277 to the attention of Rebecca Brinkley (either mail or fax, not both)

FMDC CONTACT: Rebecca Brinkley

PHONE NO.: 573-526-4135

E-MAIL: Rebecca.brinkley@oa.mo.gov

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:
SOUTHEAST CORRECITONAL CENTER
300 E. PEDRO SIMMONS DRIVE, HIGHWAY 105
CHARLESTON, MO 63834

VENDOR INFORMATION - SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Sonny's Solid Waste Services, Inc.	
MAILING ADDRESS 451 Smith Ave. PO Box 791	
CITY, STATE, ZIP CODE Sikeston MO 63801	VENDOR NUMBER: 4310146050 1
CONTACT PERSON Michael Glaus or Carol McMikle	EMAIL ADDRESS mglaus@charter.net
PHONE NUMBER 573-471-2869	FAX NUMBER 573-471-9813
AUTHORIZED SIGNATURE Michael U Glaus <i>Michael U Glaus</i>	DATE 11/14/13
Michael U Glaus	TITLE Vice President

AMENDMENT #001 TO CONTRACT DOC Y14709103 (FMDC 13-0006)

CONTRACT TITLE: WOOD ASH COLLECITON SERVICES
CONTRACT PERIOD: AUGUST 10, 2013 through AUGUST 9, 2014

The Office of Administration, Division of Facilities Management, Design and Construction hereby desires to amend the above referenced contract to transfer ownership of the contract from the Office of Administration, Division of Facilities Management, Design and Construction contract number FMDC-13-0006 to the Department of Corrections contract number Y14709103 effective immediately.

All invoicing and correspondence shall be sent to the following:

Postal Mail:

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

Email:

doc.payables@doc.mo.gov.

Agency Contact:

Gary Stoll
Purchasing Manager
(573) 526-6402
Email: gary.stoll@doc.mo.gov

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

The contractor shall sign and return this document on or before November 20, 2013

NOTE: The contractor's failure to complete and return this document shall not stop the action specified herein.

Brinkley, Rebecca

From: Brinkley, Rebecca
Sent: Thursday, November 14, 2013 8:52 AM
To: 'mglaus@charter.net'
Cc: Stoll, Gary
Subject: Transfer of Contract FMDC-13-0006 Wood Ash Collection Services
Attachments: FMDC-13-0006 AMENDMENT 001 TRANSFER TO DOC.doc

Michael,

Attached is Amendment 001 for Wood Ash Collection services for the Southeast Correctional Center to transfer the ownership of the contract from the Office of Administration, Facilities Management, Design and Construction to the Department of Corrections. Please acknowledge receipt and acceptance of this change by completing and signing the cover page, and return to me via email. If you have any questions, please contact me through any of the methods indicated below.

Thank you!

Rebecca Brinkley

Contract Specialist II

Office of Administration,

Division of Facilities Management,

Design and Construction

301 West High Street

Room 730

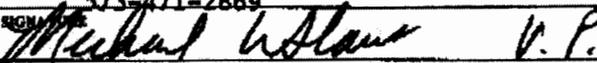
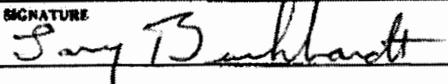
PO Box 809

Jefferson City, MO 65102

Email: rebecca.brinkley@oa.mo.gov

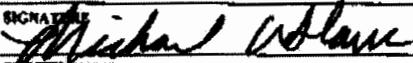
Phone: (573) 526-4135

Fax: (573) 751-7277

 STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OAFMDC) REQUEST FOR QUOTATION (RFQ) COVER PAGE FOR PROCUREMENTS LESS THAN \$25,000 ONLY		
SECTION 1		
RFQ NO.: FMD-13-0006	ISSUE DATE 07/02/13	BIDS MUST BE RECEIVED NO LATER THAN: 07/16/13
PURPOSE: This document constitutes a request for quotation from potential bidders for the procurement of Wood Ash Collection Services for the facility(s) listed below in accordance with the requirements and provisions stated herein.		
BIDS MAY BE SUBMITTED VIA FAX <input type="checkbox"/> EMAIL <input checked="" type="checkbox"/> POSTAL/COURIER SERVICE <input checked="" type="checkbox"/>		METHOD OF EVALUATION TO BE USED COST ONLY <input checked="" type="checkbox"/>
CONTRACT PERIOD/REQUIRED DELIVERY DATE August 10, 2013 through August 9, 2014		OPTIONAL CONTRACT RENEWAL PERIODS AVAILABLE Two (2), One (1) Year Renewals
DELIVER EQUIPMENT, SUPPLIES AND/OR SERVICES FOR DESTINATION TO THE FOLLOWING ADDRESS: Department of Corrections Southeast Correctional Center 300 E. Pedro Simmons Drive, Highway 105 Charleston, MO 63834		MAIL BID TO: State of Missouri Office of Administration Division of Facilities Management, Design and Construction 301 West High Street, Room 730 PO Box 809 Jefferson City, MO 65102
FOR QUESTIONS CALL: (573) 526-4135	FAX BID TO: (573) 751-7277	EMAIL BID TO: Rebecca.brinkley@oa.mo.gov
SECTION 2		
This document, referred to as Request for Quotation (RFQ), is divided into the following parts:		
INTRODUCTION	PRICING PAGES	
PERFORMANCE REQUIREMENTS	EXHIBITS A - G	
GENERAL REQUIREMENTS	TERMS AND CONDITIONS	
INSTRUCTION TO BIDDERS		
SECTION 3		
The Contractor hereby declares understanding, agreement and certification of compliance to provide the equipment, supplies and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The Contractor further agrees that the language of this RFQ shall govern in the event of a conflict with the bid. The Contractor further agrees that upon receipt of a Notice of Award signed and issued by an authorized representative of the State of Missouri, a binding contract shall exist between the Contractor and the State Agency.		
BIDDER INFORMATION-SIGNATURE REQUIRED		
LEGAL NAME OF ENTITY/INDIVIDUAL Sonny's Solid Waste Services, Inc.	Is your firm MBE certified? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is your firm WBE certified? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
MAILING ADDRESS 451 Smith Ave. CITY, STATE, ZIP CODE Sikeston, Mo 63801		
CONTACT PERSON Michael Glaus	EMAIL ADDRESS mglaus@charter.net	
PHONE NUMBER 573-471-2869	FAX NUMBER 573-471-3085	
SIGNATURE 	TITLE Vice President	
PRINTED NAME Michael U. Glaus	DATE 7-18-2013	
SECTION 4		
STATE OF MISSOURI (SEAL ONLY)		
NOTICE OF AWARD This RFQ, when countersigned below by an authorized representative of the State of Missouri, shall become a binding contract between the bidder and the State of Missouri and shall include as a part of the contract all of the documents referenced herein.		
SIGNATURE 	TITLE CONTRACT SERVICES MANAGER	DATE 7.25.13

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 STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC) AMENDMENT TO REQUEST FOR QUOTATION FOR PROCUREMENTS LESS THAN \$25,000 ONLY		
SECTION 1		
AMENDMENT NO.: 001	AMENDMENT ISSUE DATE: July 16, 2013	RFQ NO.: FMDC-13-0006
BIDS MAY BE SUBMITTED VIA		
FAX <input checked="" type="checkbox"/>	EMAIL <input checked="" type="checkbox"/>	POSTAL/COURIER SERVICE <input type="checkbox"/>
FOR QUESTIONS CALL: Rebecca Brinkley (573) 526-4135	FAX BIDS TO: (573) 751-7277	EMAIL BIDS TO: rebecca.brinkley@oa.mo.gov
MAIL BIDS TO:		
Office of Administration, Division of Facilities Management, Design and Construction 301 West High Street, Room 730 Jefferson City, MO 65102		
PURPOSE:		
RFQ Number FMDC-13-0006 is amended to revise the Pricing Pages and pricing tables as indicated in the attached revisions.		
<p>The closing date has been changed to July 19, 2013 @ 2:00 p.m.</p>		
SECTION 2		
A signed copy of this amendment must accompany the bid.		
BIDDER INFORMATION		
LEGAL NAME OF ENTITY/INDIVIDUAL:		
Sonny's Solid Waste Services, Inc.		
MAILING ADDRESS		
451 Smith Ave.		
CITY, STATE, ZIP CODE		
Sikeston, Missouri 63801		
CONTACT PERSON		EMAIL ADDRESS
Michael U Glaus		mglaus@charter.net
PHONE NUMBER		FAX NUMBER
573-471-2869		573-471-3085
SIGNATURE		TITLE
		Vice President
PRINTED NAME		DATE
Michael U Glaus		7-18-2013

Amendment #001

The following changes indicated in *bold italicized* have been made to RFQ FMDC-13-0006:

PRICING PAGE

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

Wood Ash Collection Service				
<i>Provide the following Firm, Fixed Prices (Renewal Periods):</i>				
Receptacle	Qty	Original Contract	First Renewal	Second Renewal
		Period	Period	Period
		<i>Firm Fixed Price</i>	<i>Maximum Price</i>	<i>Maximum Price</i>
20 Cubic Yard Open Top Roll-Off Container	1	\$ <u>175.00</u> per month 001	\$ <u>175.00</u> per month 002	\$ <u>175.00</u> per month 003
<i>As Needed, If Needed Wood Ash Collection Service, Price Per Collection</i>				
Collection Services		\$ <u>350.00</u> per collection Line Item 004	\$ <u>350.00</u> per collection Line Item 005	\$ <u>350.00</u> per collection Line Item 006

Paragraph 2.1.2 has been revised.

The increase in cost is due to the low volume of empties.

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Amendment #001

The following changes indicated in *bold italicized* have been made to RFQ FMDC-13-0006:

PRICING PAGE

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

Wood Ash Collection Service				
<i>Provide the following prices for the following items:</i>				
Receptacle	Qty	Original Contract	First Renewal	Second Renewal
		Period	Period	Period
		<i>Firm Fixed Price</i>	<i>Maximum Price</i>	<i>Maximum Price</i>
20 Cubic Yard <i>Open Top Roll-Off Container</i>	1	\$ 175.00 <i>per month</i> 001	\$ _____ <i>per month</i> 002	\$ _____ <i>per month</i> 003
<i>Provide the following prices for the following items:</i>				
Collection Services		\$ 350.00 <i>per collection</i> Line Item 004	\$ _____ <i>per collection</i> Line Item 005	\$ _____ <i>per collection</i> Line Item 006

Paragraph 2.1.2 has been revised.

The increase in cost is due to the low volume of empties.

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1. INTRODUCTION:**1.1 Purpose:**

- 1.1.1 This document constitutes an invitation for sealed bids from prospective bidders for the purchase of Wood Ash Collection services for the Office of Administration, Division of Facilities Management (*hereinafter referred to the state agency*) at the Department of Corrections, Southeast Correctional Center (*hereinafter referred to the facility*) located at 300 E. Pedro Simmons Drive, Highway 105, Charleston, Missouri, 63834.
- 1.1.2 The contractor shall perform all services in accordance with the provisions and requirements stated herein to the sole satisfaction of the facility.
- 1.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 1.1.4 All questions regarding the Request for Quote (RFQ) and/or the competitive procurement process must be directed to the contact person specified on the cover page of this RFQ.

2. PERFORMANCE REQUIREMENTS:

- 2.1.1 The contractor shall provide wood ash collection services from the facility on an as needed, if needed basis. The state agency does not guarantee any usage of the contract whatsoever.

PARAGRAPH HAS BEEN REVISED PER AMENDMENT 001

- 2.1.2 **Wood Ash Receptacles:** The Contractor shall provide one (1) twenty (20) cubic yard *open top roll-off* receptacle and shall place the receptacle at a location designated by the facility.
- 2.1.3 **Wood Ash Collection:** The Contractor shall agree and understand that the amount of wood ash accumulated at the facility varies each month due to temperature fluctuations and other reasons.
 - a. The facility will notify the contractor at least twenty-four (24) hours prior to the time when a wood ash collection is required.
 - b. The contractor shall provide all wood ash collection services during business hours between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding state holidays, as required by the facility.
- 2.1.4 **Disposal:** The Contractor must dispose of all collected wood ash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services.
 - a. If wood ash is to be disposed of outside the State of Missouri, the Contractor, the contractor must dispose of all wood ash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.
 - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.

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2.2 Additional Requirements:

- 2.2.1 The Contractor shall retain ownership of all wood ash receptacles provided and shall keep wood ash receptacles in good mechanical and safe working condition. The Contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the Contractor or the Contractor's employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the wood ash receptacles provided by the Contractor.
- a. Within forty-eight (48) hours of notification from the facility, the contractor shall repair or schedule the repair of the receptacle reported by the facility as having mechanical problems.
 - b. The contractor shall supply a replacement receptacle at no additional fee to the state agency in the case of a receptacle needing to be removed for repair or maintenance.
- 2.2.2 At all times, the Contractor shall assist the facility in its effort to minimize the visual obtrusiveness of the wood ash receptacles and surrounding area.
- a. The Contractor shall maintain a fifteen (15) foot perimeter around wood ash receptacles, keeping the area clean and free of debris.
 - b. The Contractor shall maximize clean conditions by providing uncontaminated wood ash receptacles. The facility shall inspect the wood ash receptacles to monitor compliance with this requirement.

2.3 Invoicing and Payments:

- 2.3.1 **Payments:** The Contractor shall understand and agree the state agency reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
 - b. All payment terms shall be as stated herein unless otherwise addressed in the RFQ, or mutually agreed to by the state agency and the Contractor. Payment terms should be net 30 days unless otherwise stated in the RFQ. No late charges shall be applied which are not in compliance with Chapter 34.055, RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.
 - c. The state agency reserves the right to purchase supplies and services using the state purchasing card.
 - d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
 - e. All invoices for equipment, supplies, and/or services purchased by the facility shall be subject to late payment charges as provided in § 34.055, RSMo.
 - f. The state agency does not pay state or federal taxes unless otherwise required under law or regulation.
 - g. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
 - h. If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the

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state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

- 2.3.2 After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the firm, fixed prices stated on the Pricing Page.
- 2.3.3 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor.
- 2.3.4 Invoicing: Each Contractor invoice must be on the Contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the Contractor to properly apply state agency payments to invoice submitted. The Contractor must comply with all other invoicing requirements stated in the RFQ.
- 2.3.5 The contractor shall submit an invoice on a monthly basis itemizing the services provided and the firm, fixed price as specified on the Pricing Page for each service provided. The contractor shall submit the invoices to the "bill to" address indicated on the purchase order.

3. GENERAL REQUIREMENTS:

- 3.1.1 Contract: A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the Contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the state agency's acceptance of the response (bid) by "notice of award." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- a. A notice of award issued by the state agency does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the state agency, the Contractor must receive a properly authorized purchase order or other form of authorization given to the Contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. 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 state agency prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or 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.
- 3.1.2 Contract Period: The original contract period shall be as stated in Section 1 on the RFQ Cover Page. The contract shall not bind, nor purport to bind, the state agency for any contractual commitment in excess of the original contract period.
- a. The state agency shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods as stated in Section 1 of the RFQ Cover Page, or any portion thereof. In the event the state agency 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.

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- b. However, the Contractor shall understand and agree that any renewal period increases specified in the Contractor's response are not automatic. If at the time of contract renewal the state agency determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period.
 - c. If such action is rejected by the Contractor, the contract may be terminated, and a new procurement process may be conducted. The Contractor shall also understand and agree the state agency may determine funding limitations necessitate a decrease in the Contractor's pricing for the renewal period(s). If such action is necessary and the Contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 3.1.3 Renewal Periods: If the option for renewal is exercised by the state agency, the Contractor shall agree that the prices for the renewal period shall not exceed the costs for the applicable renewal period stated on the Pricing Page of the contract. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 3.1.4 Pricing: All prices shall be as indicated on the Pricing Page.
- a. The state agency shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - b. It is the responsibility of the bidder to include all applicable taxes, fees, and permits in their bid. After the bid is awarded, the Contractor will no longer be entitled to adjustments for these forgotten costs in the bid. It is also the responsibility of the bidder to include delivery charges in his or her bid. Similarly, the Contractor will not be entitled to adjustments for failing to include delivery cost in the bid, except in extraordinary circumstances when the facility requests special delivery after the bid is awarded.
 - c. The bidder's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.
- 3.1.5 Contractor Liability: The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the state agency, 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 agency, 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 agency, 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 agency for losses or damages (other than those listed above) or

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

- 3.1.6 **Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
- 3.1.7 **Contractor Status:** The Contractor represents themselves to be an independent contractor offering such services to the general public and shall not represent themselves or their employees to be an employee of the state agency. 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 agency, 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.
- 3.1.8 **Confidentiality and Security Documents:** If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.1.9 **Property of the 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 agency. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the state agency.
- 3.1.10 **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 state agency.
- 3.1.11 **Coordination:** The Contractor shall fully coordinate all contract activities with those activities of the facility. 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 facility or the state agency throughout the effective period of the contract.
- 3.1.12 **Transition:** Upon award of the contract, the Contractor shall work with the state agency and any other organizations designated by the state agency 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. Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of

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those services required under the terms of the contract to an organization designated by the state agency.

- 3.1.13 **Authorized Representative:** The Contractor shall, within 5 days after award of the contract, submit a written identification and notification to the facility of the name, title, address, and telephone number of one individual within the Contractor's organization as a duly authorized representative to whom all correspondence, official notices, and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the facility is notified immediately.
- 3.1.14 **Substitution of Personnel:** The Contractor agrees and understands that the state agency's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the facility. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the facility's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The state agency agrees that an approval of a substitution will not be unreasonably withheld.
- 3.1.15 **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 agency and to ensure that the state agency 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 agency and the Contractor.
- a. The Contractor shall expressly understand and agree that the Contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The Contractor must obtain the approval of the state agency prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 3.1.16 **Participation by Blind/Sheltered Workshops:** The Contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the Contractor's awarded bid.
- a. 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 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.
 - b. The state agency will monitor the Contractor's compliance in meeting the 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 agency may cancel the contract and/or suspend or debar the Contractor from participating in future state

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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.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the Contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the Contractor's awarded bid.
 - 1) The Contractor must obtain the written approval of the state agency for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the Contractor cannot obtain a replacement entity, the Contractor must submit documentation to the 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.
- d. d. 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.

3.1.17 **MBE/WBE Participation:** Pursuant to Executive Order 05-30, the Office of Administration, Division of Facilities Management, Design and Construction has a goal to target participation of certified MBEs and WBEs in the procurement of goods and services. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. In order to be considered a qualified MBE or WBE for purposes of this RFQ, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the bid opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

3.1.18 **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

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materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The Contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

3.1.19 **Federal Funds Requirements:** The Contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3.2 Security and Personnel:

3.2.1 The Contractor's personnel shall be reasonably dressed and groomed while at the facilities.

3.2.2 Upon arrival to the facilities and prior to beginning service, the Contractor and the Contractor's personnel shall follow the sign-in procedures specified below:

- a. If Department of Corrections (DOC) or Department of Mental Health (DMH) facilities are provided services through this RFQ, then the Contractor shall provide five (5) days advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the Contractor and the Contractor's personnel must present a photo form of legal identification, the tools being taken into the facilities, and a written inventory of the tools for verification.
- b. If Department of Elementary and Secondary Education (DESE) facilities are provided services through this RFQ, the Contractor shall provide forty-eight (48) hours advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the Contractor and the Contractor's personnel shall sign in at the main reception/front desk or with the building manager.
- c. If Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) or Missouri State Highway Patrol (MSHP) facilities are provided services through this RFQ, the Contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the facility.

3.2.3 The Contractor's personnel shall wear an article of clothing identifying the Contractor or a subcontractor, and have a picture ID tag visible at all times.

3.2.4 **Contractor Badge:** The Contractor shall obtain a Contractor Badge from each location for the Department of Corrections, the Department of Mental Health, the Missouri State Highway Patrol and from each Office of Administration, Division of Facilities Management, Design and

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Construction regional office. The Contractor's personnel shall wear the Contractor Badge at all times while working at each facility.

3.2.5 Security Clearance: The Contractor and the Contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract.

- a. By no later than fifteen (15) calendar days after the effective date of the contract, the Contractor shall provide the following:
 - a. For the Contractor's personnel assigned to provide services at any Department of Corrections facility, the Contractor must submit a list of names, social security numbers, and dates of birth of the Contractor's personnel to the applicable Department of Corrections facility.
 - b. For the Contractor's personnel assigned to provide services at any Department of Mental Health facility, the Contractor must submit a list of names, social security numbers, and dates of birth of the Contractor's personnel to the applicable Department of Mental Health facility.
 - c. For the Contractor's personnel assigned to provide services at any Office of Administration, Division of Facilities Management, Design and Construction facility, the Contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State ID Badge Office, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
 - d. For the Contractor's personnel assigned to provide services at any Missouri State Highway Patrol facility, the Contractor must submit a list of names, social security numbers and dates of birth of the Contractor's personnel to: Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State Highway Patrol Service Level Manager, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
- b. For each new person assigned to provide services, the Contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
- c. On the annual anniversary date that the personnel was assigned to the building, the Contractor must submit a new Highway patrol security clearance for each of the Contractor's personnel.
- d. The state agency shall have the right to deny any of the Contractor's personnel access to any facility for any reason.

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4. INSTRUCTIONS TO BIDDERS**4.1 Open Competition/Request for Quotation Document:**

- 4.1.1 It is the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the state agency if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the state agency's point-of-contact listed on the RFQ Cover Page unless the RFQ specifically refers the bidder to another contact. Such email, fax or phone communication must be received at least five calendar days prior to the official date when bids are due.
- a. 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 RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ deadline may not be answered.
 - b. Bidders are cautioned that the only official position of the state agency is that which is issued by the state agency in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 4.1.2 The state agency reserves the right to officially amend or cancel an RFQ after issuance.
- 4.1.3 Failure to examine the entire RFQ carefully shall be at the bidder's risk.
- 4.1.4 Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- 4.1.5 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 RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses.
- a. The bidder should include a complete list of statutory references and citations for each provision of the RFQ, which is affected by this paragraph.
 - b. The statutory limitations and prohibitive clauses may (a) be requested to be clarified in writing by the state agency or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the state agency. If the state agency 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 RFQ.
- 4.1.6 All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

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- 4.1.7 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.
- 4.2 Submission of Bids:**
- 4.2.1 Bids may be submitted by a hard copy delivered by courier or postal service, faxed or emailed to the state agency's office as directed on the RFQ Cover Page. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered, faxed, or emailed bids should be received in the state agency's office prior to the time and date specified in the RFQ.
- a. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official date and time bids are due. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- 4.2.2 A bid which has been submitted to the state agency's office may be modified by signed, written notice delivered by hard copy, facsimile or email which has been received by the state agency prior to the official 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 date and time bids are due. Telephone or telegraphic requests to modify a bid shall not be honored.
- 4.2.3 A bid which has been submitted to the state agency's office may only be withdrawn by a signed, written document on company letterhead delivered by hard copy, or transmitted via facsimile or email which has been received by the state agency prior to the official 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 date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- 4.2.4 Bidders submitting a bid by hard copy, fax or email to the state agency must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ 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.
- 4.2.5 Hard copy, faxed and e-mail no-bid notifications shall be accepted. "No bid" responses must be documented with a written response signed by the vendor on their letterhead or other media (e-mail, facsimile transmission) identifying that the response was from the solicited vendor.
- 4.2.6 By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- 4.2.7 All bid responses must include all Signature Pages, completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing).
- 4.2.8 Open Records: Pursuant to § 610.021, RSMo, the bidder's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The bidder shall not submit the entire proposal as proprietary or confidential. The bidder may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in

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section § 610.021, RSMo. Proprietary or confidential portions of the bidder's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the bidder's proposal. Also, the bidder should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of § 610.021, RSMo.

- 4.2.9 **Imaging Ready** - Each bid received may be scanned into the state agency's contract files after a contract(s) is executed or after all bids are rejected. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid. Glue bound materials should not be used.
- 4.2.10 **Preprinted Marketing Materials** - The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 4.2.11 **Organizational Chart** - For service-related RFQ's, the bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
- 4.2.12 The bidder should submit **Exhibit A - Miscellaneous Information**.
- 4.2.13 In the event a bidder is a certified MBE/WBE pursuant to Executive Order 05-30, the bidder should indicate the certification designation on the RFQ cover page, and complete the information on **Exhibit A - Miscellaneous Information**.
- 4.2.14 **Debarment Certification**: The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., **Exhibit B** with the bid. This document must be satisfactorily completed prior to award of the contract.
- 4.2.15 **Experience** - The bidder should complete **Exhibit C** with information related to previous and current services/contracts performed by the bidder's organization which are similar to the requirements of this RFQ. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor. If information about current and/or previous experiences is not identified in the bid or a sufficient number is not provided, state agency may request such information. If requested, the state agency must receive the information by no later than the date specified by the state agency at the time of the request.

5. EVALUATION/AWARD

5.1 Evaluation:

- 5.1.1 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.

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- 5.1.2 Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the state agency to be in the best interest of the State of Missouri.
- 5.1.3 Any clerical error, apparent on its face, may be corrected by the state agency before contract award. Upon discovering an apparent clerical error, the state agency 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.
- 5.1.4 The state agency 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.
- 5.1.5 When evaluating a bid, the state agency 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.
- 5.1.6 The state agency reserves the right to waive any minor irregularity or technicality found in any individual bid.
- 5.1.7 The state agency reserves the right to reject any and all bids.
- 5.1.8 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) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the state agency. The compliance to conduct business in the state shall include but may not be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)
- 5.1.9 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 RFQ 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 RFQ that the RFQ shall govern. Taking exception to the State's terms and conditions may render a bid unacceptable and remove it from consideration for award.
- 5.1.10 Economic Impact to Missouri: The bidder should respond to the following:
- a. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

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- c. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

5.1.11 **Preferences:** In the evaluation of bids, preferences shall be applied in accordance with Chapter 34, RSMo., other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- a. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- b. **Missouri Service-Disabled Veteran Business Preference** - In the evaluation of bids, pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit D, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **Exhibit D** and the documentation specified on **Exhibit D** in accordance with the instructions provided therein, no preference points will be applied.
- c. **Organizations for the Blind and Sheltered Workshop Preference:** 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. 1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:
 - The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 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.
 - 1) 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

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organization for the blind or sheltered workshop, the bidder must provide the following information with the bid:

- Participation Commitment - The bidder must complete **Exhibit E Workshop 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 Workshop Participation Commitment Form.
 - Documentation of Intent to Participate - The bidder must either provide a properly completed **Exhibit F Workshop Participation Form**, signed and dated no earlier than the RFQ 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 RFQ 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).
- d. **NOTE:** If the bidder submitting the bid is an organization for the blind or sheltered workshop, the bidder is not required to complete **Exhibit E, Workshop Participation Form** or provide a recently dated letter of intent.
- b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dcsc.mo.gov/divspeccd/shelteredworkshops/index.html>.
- c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alhaphointe.org>
- e. **Commitment** - If the bidder's bid is awarded, the organization for the blind or sheltered workshop the participation committed to by the bidder on **Exhibit E, Workshop Participation Commitment**, shall be interpreted as a contractual requirement.
- 5.1.12 After determining that a submitted bid satisfies the mandatory requirements stated in the Request for Quotation, the evaluator(s) shall use objective cost analysis in accordance with the evaluation criteria stated below:
- a. The objective evaluation of cost will include the original and any potential renewal periods.
 - b. Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The state agency makes no guarantee regarding the accuracy of the quantities stated nor does the state agency intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
 - c. The objective evaluation of cost shall be based on each bidder's proposed prices for providing the wood ash collection services and the quantity and size trash receptacles

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specified herein for twelve months per contract period. For cost evaluation purposes only, four (4) collections shall be assumed for each receptacle per year.

d. Cost evaluation points shall be determined using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation Points (100)}}{\text{Assigned Cost Points}}$$

5.2 Award:

- 5.2.1 No contract shall be awarded which exceeds the limit of \$24,999.99 for this RFQ.
- 5.2.2 Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- 5.2.3 Any award of a contract shall be made by notification from the state agency to the successful bidder. The state agency reserves the right to make awards on an all or none basis.
- 5.2.4 The final determination of contract award(s) shall be made by the state agency.
- 5.2.5 Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
 - a.

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PRICING PAGE

b.

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

Wood Ash Collection Service				
Price Per Month to Provide the Following Trash Receptacle (Rental Charges):				
Receptacle	Qty	Original Contract Period <i>Firm Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
20 Cubic Yard Self Contained Trash Compactor	1	\$ <u>175.00</u> <i>per month</i> 001	\$ _____ <i>per month</i> 002	\$ _____ <i>per month</i> 003
As Needed, If Needed Wood Ash Collection Service, Price Per Collection				
Collection Services		\$ <u>350.00</u> <i>per collection</i> Line Item 004	\$ _____ <i>per collection</i> Line Item 005	\$ _____ <i>per collection</i> Line Item 006

EXHIBIT A

MISCELLANEOUS INFORMATION

5.4 Outside United States

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

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <u> x </u>
Describe and provide details:		

5.5 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:	
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:	_____ %

5.6 MBE/WBE Organization: Bidders who are certified MBE/WBE Organizations should provide the information requested below.

_____ MBE	_____ WBE
Name of Organization:	N/A
_____ (Name of MBE/WBE)	
Contact Name:	Email:
Address:	Phone #:
City:	Fax #:
State/Zip:	Certification #
Certification Expiration Date (or attach copy of certification): _____	
_____ Authorized Signature of Participating MBE/WBE Organization	_____ Date (No earlier than the RFQ Issuance date)

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Certification Expiration Date (or attach copy of certification): _____

Authorized Signature of Participating MBE/WBE Organization

Date
(No earlier than the RFQ Issuance date)

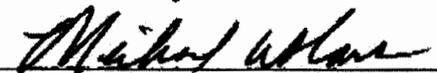
EXHIBIT B

**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.

Sonny's Solid Waste Services, Inc.	071997530
Company Name	DUNS #
Michael U. Glaus	Vice President
Authorized Representative's Printed Name	Authorized Representative's Title
	7-15-2013
Authorized Representative's 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 Nonprocurement 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 voluntary 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.

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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.

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EXHIBIT C
BIDDER'S REFERENCES

Company Name: Lambert's Cafe

Contact Name: Jerry Johnson

Contact's Title: Manager

City: Sikeston State: Mo.

Telephone Number and Area Code: 573-471-4261

E-mail Address: _____

Description of Equipment/Services Furnished: Compactor

Availability status of Reference: _____

Company Name: Alan Wire Co.

Contact Name: Melinda Priggel

Contact's Title: Admin. Assistant

City: Sikeston State: Mo.

Telephone Number and Area Code: 573-475-3324

E-mail Address: _____

Description of Equipment/Services Furnished: Compactor

Availability of Reference: _____

Company Name: Missouri Delta Medical Center

Contact Name: Charlie White

Contact's Title: Administrator of Housekeeping

City: Sikeston State: Mo.

Telephone Number and Area Code: 573-471-1600

E-mail Address: _____

Description of Equipment Furnished: Compactor

Availability of Reference: _____

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EXHIBIT D
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

STANDARDS:

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

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

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

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

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

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

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

N/A	
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Enterprise Name
	N/A
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service-Disabled Veteran Business Enterprise
_____ Phone Number	_____ Website Address
_____ Date	_____ E-Mail Address

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

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

Date SDV Documents were Submitted: _____

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

(if known)

FOR STATE USE ONLY

SDV's Documents - Verification Completed

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By:

Procurement Officer

Date

j. EXHIBIT E

WORKSHOP PARTICIPATION COMMITMENT

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

Organization for the Blind Sheltered Workshop Commitment Table (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)	
Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop
1. N/A	
2.	

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

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

EXHIBIT G
OPERATING INFORMATION

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

Facility, Name & Location		Permit Number
1.	Sonny's Solid Waste Inc. 293 Glaus Dr. Sikeston, Mo. 63801	R80H057
2.	Lemons Landfill 15250 Old Bloomfield Rd. Dexter, Mo. 63901	120708
3.		

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

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

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

Name of Employee		
1.	Paul Glaus Jr.	Zack Smith David Glaus
2.	Trace Glaus	Mike Glaus Charles Armer
3.	Mitch Cornnian	Steve Whitis Mike Woodworth
4.		

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**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

F. DEFINITIONS

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

- k. Amendment means a written, official modification to an RFQ.
- l. Attachment applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- m. Bid Date and Time and similar expressions mean the deadline required by the RFQ for the receipt of bids.
- n. Bidder means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- o. Contract means a legal and binding agreement between two or more competent parties for the procurement of equipment, supplies, and/or services.
- p. Contractor means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract with the state agency.
- q. Exhibit applies to forms which are included with an RFQ for the bidder to complete and submit with the bid prior to the specified date and time bids are due.
- r. Facility means the specific location identified herein for which the supplies are being solicited.
- s. When determining the lowest and best award, cost and/or other factors are to be considered in the evaluation process. Factors may include, but are not limited to, value, performance, and quality of a product.
- t. Missouri product means goods or commodities which are manufactured, mined, produced, or grown by companies in Missouri, or services provided by such companies.
- u. May means that a certain feature, component, or action is desirable but not mandatory.
- v. Must means that a certain feature, component, or action is mandatory. Failure to provide or comply will result in a bid being considered non-responsive.
- w. State Agency means the statutory unit of Missouri state government for which the equipment, supplies, and/or services are being purchased. The State Agency is responsible for payment.
- x. 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 RFQ. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified date and time bids are due.
- y. Request for Quotation (RFQ) means the solicitation document issued by the State Agency to potential bidders for the purchase of equipment, supplies, and/or services as required in the document.
- z. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Missouri General Assembly which govern the operations of all agencies of the State of Missouri. Chapter 34 of the state statutes is the primary chapter governing this procurement.
 - aa. Shall has the same meaning as the word must.
 - bb. Should has the same meaning as the word may.
 - cc. Supplies means supplies, materials, equipment, contractual services and any and all articles or things, except for utility services regulated under Chapter 393, RSMo.

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- dd. Value includes but is not limited to price, performance, and quality. In assessing value, the State Agency may consider the economic impact to the state of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.
- ee. Will has the same meaning as the words shall and must.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). 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 state.
- 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 contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. INVOICING AND PAYMENT

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

4. DELIVERY

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

5. INSPECTION AND ACCEPTANCE

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

6. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

7. WARRANTY

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 state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

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8. REMEDIES AND RIGHTS

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

9. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the State Agency may cancel the contract. At its sole discretion, the State Agency 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 State Agency 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 State Agency will issue a notice of cancellation terminating the contract immediately. If it is determined the State Agency improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the State Agency cancels the contract for breach, the State Agency 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 State Agency deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the State Agency for any period in which funds have not been appropriated, and the State Agency shall not be liable for any costs associated with termination caused by lack of appropriations.

10. BANKRUPTCY OR INSOLVENCY

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

11. INVENTIONS, PATENTS AND COPYRIGHTS

- ff. The contractor shall defend, protect, and hold harmless the State Agency, 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.
- gg. If any copyrighted material is developed as a result of the contract, the State Agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the State Agency's purposes or the purpose of the State of Missouri

12. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

If discrimination by a contractor is found to exist, the State Agency shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the State Agency 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.

13. AMERICANS WITH DISABILITIES ACT

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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).

14. FILING AND PAYMENT OF TAXES

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

COMMUNICATIONS AND NOTICES

Any notice to the 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 contractor.

16. TITLES

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

Revised 06/17/13

END OF DOCUMENT

Vendor: **1310018002** **1**
 Vendor Type: **VG** Misc Vendor Indicator: **N** Last Update Date: **02/22/18**

General Information | **Payment Information**

Vendor Address		Invoice Address	
Name	SONNYS SOLID WASTE SERVICE INC		
Address	451 SMITH AVE	UNITED STATES	
	PO BOX 791	3226441	
City	SIKESTON	MATCH	
State	MO		
Zip	63801-0791		

Customer Account: **IRS MATCH** Contact: **MICHAEL U GLAUS**
 Alt Contact: Vendor Phone: **573-471-2963**
 Comment: Email Contact Preferred

DUNS: 071997530 CAGE Code: 61VY0
Status: Active

SIKESTON, MO, 63801-5245,
UNITED STATES

Entity Overview

Entity Information

Name: SONNY'S SOLID WASTE SERVICE INC
Business Type: Business or Organization
POC Name: None Specified
Registration Status: Active
Expiration Date: 09/03/2013

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1108.20130719-0907

WWW3

Note to all users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Jeremiah W. (Jay) Nixon
Governor



Cathy Brown
Director

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.oa.mo.gov/fmdc>
E-MAIL: FMDCEMAIL@oa.mo.gov

(573) 751-3339
FAX (573) 751-7277

MEMORANDUM

TO: Potential Bidders
DATE: July 7, 2013
RE: Request for Quotation

Attached is Request for Quotation (RFQ) FMDC-13-0006 from the Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) for Wood Ash Collection Services from the Southeast Correctional Center in Charleston, Missouri.

If your company is interested in submitting a competitive bid to provide these services for the State of Missouri, please complete the Bidder Information section on the RFQ Cover Page, insert your pricing into the Pricing Page(s) as formatted, complete any other exhibits or documentation required and return your bid to the address indicated on the RFQ Cover Page.

If you are unable to submit a bid for this RFQ, but would like to continue to receive notice of bidding opportunities, please complete the enclosed Bid Decline form and return it to the address indicated on the RFQ Cover page.

New vendors are encouraged to register as a State of Missouri vendor within the Office of Administration. As a registered vendor, your company can be notified of future bidding opportunities. Please visit <http://oa.mo.gov/purch/vendor.html> and follow the instructions for the vendor registration.

Thank you for your time, attention, and interest in providing services for the State of Missouri.

Rebecca Brinkley
Contract Specialist II

BID DECLINE

At this time, we decline the opportunity to submit a bid for the services/product requested in RFQ Number FMDC-13-0006.

DATE: _____

BIDDER/COMPANY NAME: _____

BIDDER/COMPANY ADDRESS: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TITLE: _____

CONTACT PERSON'S PHONE NUMBER: _____

CONTACT PERSON'S EMAIL ADDRESS: _____

CONTACT PERSON'S SIGNATURE: _____