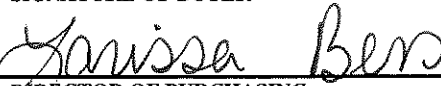





NOTICE OF CONTRACT AMENDMENT

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

| | |
|--|--|
| CONTRACT NUMBER CS180931001 | CONTRACT TITLE Wet Trash Collection Services - Cameron |
| AMENDMENT NUMBER Amendment #002 | CONTRACT PERIOD June 1, 2019 through May 31, 2020 |
| REQUISITION/REQUEST NUMBER NR 931 YYY18093100 | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 263401460 0/MB00091592 |
| CONTRACTOR NAME AND ADDRESS R&W Container 7400 NW Salebarn Rd Cameron, MO 64429 | STATE AGENCY'S NAME AND ADDRESS Department of Corrections PO Box 236 Jefferson City, MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CS180931001 is hereby amended pursuant to the attached Amendment #002 dated 07/15/19. | |
| BUYER Larissa Bess | BUYER CONTACT INFORMATION Email: larissa.bess@oa.mo.gov Phone: (573) 751-1689 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE 7/23/19 |
| DIRECTOR OF PURCHASING  Karen S. Boeger | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: CS180931001
TITLE: Trash Collection Services - WMCC
ISSUE DATE: 6/17/19

REQ NO.: NR 931 YYY18093100
BUYER: Larissa Bess
PHONE NO.: (573) 751-1689
E-MAIL: Larissa.Bess@oa.mo.gov

TO: R&W CONTAINER LC
7400 NW SALE BARN RD
CAMERON MO 64429

RETURN AMENDMENT BY NO LATER THAN: 7/1/19 AT 5:00 PM CENTRAL TIME

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

| | | |
|-------|---------------------|---|
| AMEND | SCAN AND E-MAIL TO: | Larissa.Bess@oa.mo.gov |
| CONTR | FAX TO: | (573) 526-9816 |
| TITLE | MAIL TO: | PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| ISSUE | COURIER/DELIVER TO: | PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

TO:

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

Department of Corrections
PO Box 236
Jefferson City, MO 65102

SIGNATURE REQUESTED

| | |
|------------------------|---|
| VENDOR NAME | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| R&W Container LLC. | |
| MAILING ADDRESS | |
| 7400 NW Sale Barn Road | |
| CITY, STATE, ZIP CODE | |
| Cameron, MO 64429 | |

| | |
|--|----------------------|
| CONTACT PERSON | EMAIL ADDRESS |
| Amber Baker | rwcontainer@live.com |
| PHONE NUMBER | FAX NUMBER |
| 816-637-3590 | 816-637-1737 |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRSTax-Exempt | |
| AUTHORIZED SIGNATURE | DATE |
| Amber Baker | 7/15/19 |
| PRINTED NAME | TITLE |
| Amber Baker | Owner |

AMENDMENT #002 TO CONTRACT CS180931001

CONTRACT TITLE: West Trash Collection Services - Cameron

CONTRACT PERIOD: June 1, 2019 through May 31, 2020

Due to the consolidation of the Crossroads Correctional Center with the Western Missouri Correctional Center, the State of Missouri hereby desires to amend the above-referenced contract with an effective date of August 1, 2019.

The contractor shall terminate all services for the Crossroads Correctional Center July 31, 2019. Therefore, the contract is hereby revised as follows:

1. Paragraph 2.1.1 of the RFP portion of the contract shall be revised to read as follows:

The contractor shall provide wet trash collection services for the Department of Corrections, Western Missouri Correctional Center (hereinafter referred to as "state agency") located in Cameron, Missouri, in accordance with the provisions and requirements stated herein.

2. Paragraph 2.2.1 a. of the RFP portion of the contract shall be deleted in its entirety.
3. Line items 3 and 4 for Wet Trash Collection Services for Crossroads Correctional Center shall be deleted in their entirety.


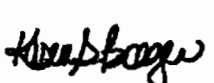
All other terms, conditions and provisions of the contract, including all other prices, shall remain the same and apply hereto.

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



NOTICE OF AWARD

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

| | |
|---|---|
| SOLICITATION NUMBER RFPS30034901800931 | CONTRACT TITLE Wet Trash Collection Services – Cameron |
| CONTRACT NUMBER CS180931001 | CONTRACT PERIOD June 1, 2018 through May 31, 2019 |
| REQUISITION/REQUEST NUMBER NR 931 YYY1870828 | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 2634 ³ 01460 0/MB00091592 |
| CONTRACTOR NAME AND ADDRESS R&W Container 7400 NW Salebarn Rd Cameron, MO 64429 | STATE AGENCY'S NAME AND ADDRESS Department of Corrections PO Box 236 Jefferson City, MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The proposal submitted by R&W Container in response to RFPS30034901800931 is accepted in its entirety. | |
| BUYER Chris Downing | BUYER CONTACT INFORMATION Email: chris.downing@oa.mo.gov Phone: (573) 751-3331 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE 12/11/2017 |
| DIRECTOR OF PURCHASING  Karen S. Boeger | |

Supplier Information

R&W CONTAINER LC.

| General | Categories | Agency Specific Information | Scorecard | ACH | Validations | Payment Types |
|---------|------------|-----------------------------|-----------|-----|-------------|---------------|
|---------|------------|-----------------------------|-----------|-----|-------------|---------------|

Main Contact Information

Main Contact : AMBER BAKER
Phone : 816-632-3590-
Email : rwcontainer@live.com
Fax : 816-632-1737
Address : 7400 NW Sale Barn Rd
 Cameron, MO, 64429, United States

Purchase Orders Dispatched to

PO Contact : AMBER BAKER
Phone : 816-632-3590-
Email : rwcontainer@live.com
Fax : 816-632-1737
Address : 7400 NW Sale Barn Rd
 Cameron, MO, 64429, United States

Solicitation Notifications Sent to

Solicitation Contact : AMBER BAKER
Phone : 816-632-3590-
Email : rwcontainer@live.com
Fax : 816-632-1737
Address : 7400 NW Sale Barn Rd
 Cameron, MO, 64429, United States

Remittance Contact Information

Remittance Contact : AMBER BAKER
Phone : 816-632-3590
Email : rwcontainer@live.com
Fax : 816-632-1737
Address : 7400 NW Sale Barn Rd
 Cameron, MO, 64429, United States

Other Company Information

Enterprise Type : Limited Liability Company - S Corporation
HQ : Y
Supplier Exempt from W-9 Withholding? N
Doing Business As : N/A
Medical or Legal Service Provider : N
State In Which Incorporated : MO
WebProcure Contract Received : N
WebProcure Contract Received Date : N/A
Federal Tax ID : 26-3430146
DUNS Number (Unique Identifier) : N/A
Buyer-Created : N
WebProcure Usage Terms Accepted On: 10/07/2015
Buying Organization's Additional 09/08/2015

11/28/2017

(2) RFPS30034901800931 - Wet Trash Collection Services - Cameron - DOC (Formal)

Terms Accepted :

WebProcure System Supplier ID 91592

Supplier Created in External(Financial) System Y

TPID 2CD6E1CD-55F2-4A94-9894-28F2FD980F56

TPShortname rwc001

External(Financial) System Supplier ID: MB00091592

Attachments

|  | Name | Category | Create Date |
|---|------------------------------|----------|-------------------|
| | rw.container.signed.w9 1.pdf | W-9 | November 05, 2015 |

Close

EXHIBIT ACURRENT/PRIOR EXPERIENCE VERIFICATION

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

| | |
|---|---|
| Vendor Name or Subcontractor Name: <u>REW Container LLC</u> | |
| <u>Experience/Services Information</u> | |
| Name of Company/Client: | <u>Western MO Correctional Center</u> |
| Address of Company/Client ✓ Street Address ✓ City, State, Zip | <u>609 E Pence Road Cameron, MO 64429</u> |
| Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address | <u>Willie 816 632-1390</u> |
| Dates of Services: | <u>Current</u> |
| If service/contract has terminated, specify reason: | |
| Dollar Value of Services | <u>\$21,772.00 per year</u> |
| Description of Services Performed | <u>Waste removal</u> |

EXHIBIT B**MISCELLANEOUS INFORMATION**

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

| Facility, Name & Location | Permit Number |
|---------------------------|---------------|
| 1. Maple Hill Landfill | 0112107 |
| 2. | |
| 3. | |

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

☒ X

On Site Deodorizing/Disinfecting, or
Actual Replacement of Receptacle

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

| Name of Employee |
|------------------|
| 1. Pat Watkins |
| 2. Mike Storms |
| 3. |
| 4. |

Outside United States:

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

| | | |
|--|------------------------------|--|
| Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: http://www.sos.mo.gov/library/reference/orders/2004/ep04_009.asp) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>a. <input type="checkbox"/> Unique good or service.</p> <ul style="list-style-type: none"> EXPLAIN: _____ <p>b. <input type="checkbox"/> Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> Identify foreign country: _____ <p>c. <input type="checkbox"/> Economic cost factor exists.</p> <ul style="list-style-type: none"> EXPLAIN: _____ <p>d. <input type="checkbox"/> Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____ % Specify what contract work would be performed outside the United States: _____ | | |

Employee/Conflict of Interest:

| | |
|---|-----|
| <p>vendors 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 105.430 to 105.438, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p> | |
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: | no |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: | no |
| Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | 0 % |

Registration of Business Name (if applicable) with the Missouri Secretary of State

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

| | |
|--|---------------------|
| LC0920713 | RFW Container LLC. |
| <i>Charter Number (if applicable)</i> | <i>Company Name</i> |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: | |

EXHIBIT C, continued**BOX B - CURRENT BUSINESS ENTITY STATUS**

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

Amber Baker

Authorized Business Entity Representative's
Name (Prints Print)

RFW Container LLC

Business Entity Name

And Bob

Authorized Business Entity
Representative's Signature

11/21/17

Date

rfwcontainer@krc.com

E-Mail Address

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

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>, Phone: 888-464-4211; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein.

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted.

AND

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

STATE OF MISSOURI



Jason Kander
Secretary of State

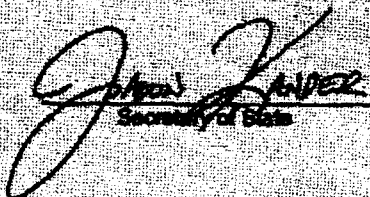
CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

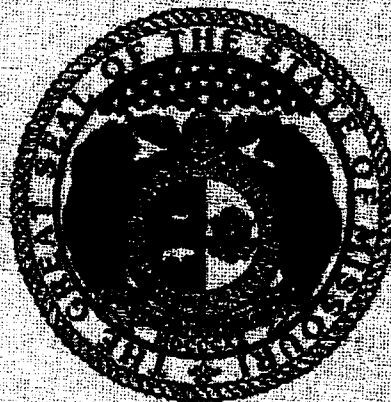
I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

R & W CONTAINER LLC
LC0920713

was created under the laws of this State on the 19th day of September, 2008, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of October, 2016.


Secretary of State



Certification Number: CERT-10342016-0040

E-Verify



Company ID Number: 187214

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: RAW Container LLC

Company Facility Address: 7408 NW Salbarn Rd.

Cameron, MO 64429

Company Alternate
Address:

County or Parish: CALDWELL

Employer Identification

Number: 263430146

North American Industry
Classification System

Code: 562

Parent Company:

Number of Employees: 5 to 9

Number of Sites Verified

for: 1

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

• MISSOURI 1 site(s)

E-Verify



Company ID Number: 187214

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

Name: Baker D Amber
Telephone Number: (818) 632 - 3698
E-mail Address: racontainer@live.com

Fax Number: (818) 632 - 1737

Name: Patrick L Watkins
Telephone Number: (818) 632 - 3590
E-mail Address: watchsonnytwist@hotmail.com

Fax Number: (818) 632 - 1737

E-Verify



Company ID Number: 187214

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

Employer: R&W Container LLC.

Baker D Amher

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/04/2008

Date

Department of Homeland Security - Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/04/2008

Date

AFFIDAVIT OF WORK AUTHORIZATION ANNUAL RENEWAL DOCUMENT

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

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

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

Amber Baker
Authorized Representative's Signature

Amber Baker
Printed Name

owner
Title

11/15/14
Date

awb@bakerllc.com
E-Mail Address

187214
E-Verify Company ID Number

Subscribed and sworn to before me this 15th of November, 2017, I am
(DAY) (MONTH) (YEAR)

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

Missouri, and my commission expires on 9-17-21.
(NAME OF STATE) (DATE)

Cheryl K. [Signature]
Signature of Notary

11-15-17
Date





STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
REQUEST FOR PROPOSAL (RFP)

SOLICITATION/OPPORTUNITY (OPP) NO.: RFP 300349017
TITLE: Wet Trash Collection Services - Cameron
ISSUE DATE:

REQ NO.: NR 931 YYY18708028
BUYER: Chris Downing
PHONE NO.: (573) 751-3331
E-MAIL: chris.downing@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: AT 2:00 PM CENTRAL TIME (END DATE)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH [HTTPS://MISSOURIBUYS.MO.GOV](https://missouribuy.mo.gov) BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation/OPP Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing office (301 W High Street, Room 630) by the return date and time.

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

CONTRACT PERIOD: June 1, 2018 through May 31, 2019

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

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

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 10/19/15). The vendor further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri. The vendor shall understand and agree that in order for their proposal to be considered for evaluation, they must be registered in MissouriBUYS. If not registered at time of proposal opening, the vendor must register in MissouriBUYS upon request by the state immediately after proposal opening.

SIGNATURE REQUIRED

| | |
|---|---|
| VENDOR NAME | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| MAILING ADDRESS | |
| CITY, STATE, ZIP CODE | |
| CONTACT PERSON | EMAIL ADDRESS |
| PHONE NUMBER | FAX NUMBER |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt | |
| AUTHORIZED SIGNATURE | DATE |
| PRINTED NAME | TITLE |

Instructions for Submitting a Solicitation Response

The Division of Purchasing is now posting all of its bid solicitation documents on the new MissouriBUYS Bid Board (<https://www.missouribuyss.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all bid solicitations, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.)

Notice: The vendor is solely responsible for ensuring timely submission of their solicitation response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to a solicitation, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuyss.mo.gov>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuyss.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.
- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original solicitation document go to the **Overview** page, find the section titled, **Original Solicitation Documents**, review the solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your solicitation response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your solicitation response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES:** Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting Solicitation Response

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

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

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

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

1.2 Background Information:

1.2.1 Information about the Department of Corrections, the Western Missouri Correctional Center, and the Crossroads Correctional Center may be found on the Internet at <http://www.doc.missouri.gov/>

- a. The Western Missouri Correctional Center (WMCC) located in Cameron, Missouri opened in 1988 and is a C3 and C4 medium security custody institution serving approximately 1,958 male inmates.
- b. The Crossroads Correctional Center (CRCC) located in Cameron, Missouri opened in 1997 and is a C5 maximum security custody institution serving approximately 1,500 male inmates.

1.2.2 Any vendor interested in inspecting the trash collection sites at the facilities prior to submitting a proposal should contact Willie Camarador at 816-632-1390, ext 2107 or willie.camarador@doc.mo.gov, for Western Missouri Correctional Center and Beverly Kissick at 816-632-2727, ext 1235 or beverly.kissick@doc.mo.gov, for Crossroads Correctional Center to schedule an appointment.

- a. At least three (3) business days prior to the scheduled appointment for the site inspection, the vendor must provide Willie Camarador and/or Beverly Kissick with the full name, social security number, and date of birth for each person attending the site inspection.
- b. The state agency reserves the right to accept or reject any person requesting site inspection.
- c. Other than the questions related to the inspection, all questions regarding the request for proposal and/or the competitive procurement process must be directed to Chris Downing of the Division of Purchasing at (573) 751-3331 or chris.downing@oa.mo.gov.

1.2.3 The current contract for Wet Trash Collection Services - Cameron expires May 31, 2018. A copy of the contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the internet at: <http://oa.mo.gov/purchasing>. In addition, all proposal and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number BZ15165 or the contract number C315165001 when searching for these documents.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide wet trash collection services for the Department of Corrections, Western Missouri Correctional Center and Crossroads Correctional Center, (hereinafter referred to as the state agency), located in Cameron, Missouri, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.

2.2 Specific Requirements:

- 2.2.1 **Scheduled Trash Collection:** The contractor shall provide trash collection services for the state agency furnished trash receptacles (specified on Attachment #1) at a time mutually agreeable to the contractor and the state agency on the days specified below, excluding state holidays.
 - a. **Western Missouri Correctional Center:** The contractor shall collect the trash from the twenty (20) cubic yard trash receptacle between 7:15 am and 8:00 am two (2) times per week on Tuesdays and Fridays.
 - b. **Crossroads Correctional Center:** The contractor shall collect the trash from the twenty (20) cubic yard trash receptacle between 10:45 am and 11:10 am two (2) times per week on Tuesdays and Fridays.
- 2.2.2 **Unscheduled Trash Collection:** In addition to the scheduled trash collection service as identified above, the contractor shall provide unscheduled trash collection services by collecting the trash from each receptacle identified by the state agency by no later than twenty-four (24) hours after being notified by the state agency of the need to empty and collect the trash from the receptacle.
 - a. The state agency makes no guarantee of a minimum or maximum amount of unscheduled trash collections that may be required.
- 2.2.3 The contractor shall collect wet trash from the trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.
 - a. The contractor must immediately notify the state agency in the event that hazardous waste or items prohibited by law from being disposed of in landfills are found in the trash receptacles.
- 2.2.4 **Disposal:** The contractor must dispose of all collected trash in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside the State of Missouri, the contractor must dispose of all trash in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.
 - a. If trash is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the trash through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the trash at a government regulated and approved facility.
 - b. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of trash.
- 2.2.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.3 Additional Requirements

- 2.3.1 At all times, the contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the trash receptacles and surrounding area.
- a. The contractor shall maintain a fifteen (15) foot perimeter around trash receptacles, keeping the area clean and free of trash.
 - b. At least one (1) time each week, the contractor shall remove all trash and debris from within the fifteen (15) foot perimeter.
- 2.3.2 The contractor shall maximize sanitary conditions by cleaning, deodorizing, and disinfecting the trash receptacles after each collection, either on site or by actual replacement at no additional charge to the State of Missouri. The state agency shall inspect the trash receptacles to monitor compliance with this requirement.
- 2.3.3 By no later than fifteen (15) calendar days after notification of award of the contract and prior to any performance of service pursuant to the contract, the contractor must submit the following to the state agency:
- a. The name of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any trash collected from the state agency.
 - b. A list of all the contractor's personnel, the social security numbers, and dates of birth for each such personnel who will be providing trash collection services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide trash collection services.

2.4 Invoicing and Payment Requirements:

- 2.4.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state 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 verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- a. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor. The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

- 2.4.2 Invoicing – The contractor shall submit invoices on a monthly basis for providing services for the month as required herein separately for each facility, The Western Missouri Correctional Center and the Crossroads Correctional Center, to the following address:

Department of Corrections
P.O. Box 236
Jefferson City, MO 65102

- 2.4.3 Payments - After acceptance and approval of the services and invoice provided, the contractor shall be paid for the services pursuant to the firm, fixed prices stated on the Pricing Page.
- 2.4.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor

2.5 Other Contractual Requirements:

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

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

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

2.5.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

Does DOC want this paragraph? Would you please remove the entire 2.5.5 section? The Department of Corrections (DOC) disagrees with all three (3) liabilities as per DOC legal counsel.

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

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

- a. In the event any insurance coverage is canceled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

2.5.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney

fees, litigation expenses and costs) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

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

2.5.8 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop, participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing.
- b. The Division of Purchasing will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. No later than 30 days after the effective date of the first renewal period the contractor must submit an affidavit to the Division of Purchasing. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or

services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing's website at <http://oa.mo.gov/sites/default/files/bswaffidavit.doc> or another affidavit providing the same information.

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

2.5.10 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.5.11 Prison Rape Elimination Act (PREA) Requirements:

- a. The contractor's personnel and agents providing service under the contract and within the security perimeter of the state agency's institution must be at least 18 years of age.
- b. Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such

investigation shall be equivalent to investigations required of all personnel employed by the state agency.

- 1) The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- c. The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.
- d. The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the state agency's policy and procedures relating to personnel conduct.
 - 1) The state agency has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer-on-offender or offender-on-offender sexual harassment, sexual assault, sexual abusive contact, and consensual sex. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancelation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.
 - 2) If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.
- e. The contractor and the contractor's personnel and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and the contractor's personnel and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

2.5.12 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

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

2.5.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.5.15 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Proposal Submission Instructions:

- 3.1.1 On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuyss.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
 - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
 - c. If a registered vendor submits an electronic and hard copy proposal response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the vendor should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s) with the proposal. The vendor is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The proposal should be page numbered and the signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the proposal double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted in a notebook or binder.
 - c. The vendor should include one (1) additional copy along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of the copy should be labeled "copy". In case of a discrepancy between the original proposal and the copies, the original proposal shall govern.
- 3.1.3 Confidential Materials: Pursuant to section 610.021, RSMo, the vendor's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
- a. The Division of Purchasing is a governmental body under Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "*liberally construed and their exceptions strictly construed*" to promote the public policy that records are open unless otherwise provided by law.

- b. Regardless of any claim by a vendor as to material being confidential and not subject to copying or distribution, or how a vendor characterizes any information provided in its proposal, all material submitted by the vendor in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to Division of Purchasing after award. The vendor should presume information provided to Division of Purchasing in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The vendor's sole remedy for the state's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
- c. In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 1) Vendor's entire proposal;
 - 2) Vendor's pricing;
 - 3) Vendor's proposed method of performance including schedule of events and/or deliverables;
 - 4) Vendor's experience information including customer lists or references; and
 - 5) Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).
- d. On-line Proposal - If a registered vendor is responding electronically through the MissouriBUYS System website and attaches information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be attached as a separate document and must have the box "Confidential" selected when attaching the document. If the "Confidential" box is not selected when attaching the document, the document must be clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow these instructions shall relieve the state of any obligation to preserve the confidentiality of the documents.
- e. Hard Copy Proposal - If the vendor is submitting a proposal via the mail or a courier service or is hand delivering the proposal and submits information with their proposal that is allowed by the Missouri Sunshine Law to be exempt from public disclosure, such specific material of their proposal must be separated, sealed, and clearly marked as confidential along with an explanation of what qualifies the specific material to be held as confidential pursuant to the provisions of section 610.021, RSMo. The vendor's failure to follow this instruction shall relieve the state of any obligation to preserve the confidentiality of the documents.
- f. Imaging Ready - Except for any portion of a proposal qualifying as confidential as determined by the Division of Purchasing as specified above, after a contract is executed or all proposals are rejected, all proposals are scanned into the Division of Purchasing imaging system.
 - 1) The scanned information will be available for viewing through the Internet from the Division of Purchasing Awarded Bid and Contract Document Search system. Therefore, the vendor is advised not to include any information in the proposal that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
 - 2) Also, in preparing a proposal, the vendor should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal and should

limit proposal content to items that provide substance, quality of content, and clarity of information.

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

- a. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9816.
- b. Only those questions which necessitate a change to the RFP will be addressed via an addendum to the RFP. Written records of the questions and answers will not be maintained. Vendors are advised that any questions received less than ten (10) calendar days prior to the RFP opening date may not be addressed. The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

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

3.2.1 Pricing – The vendor must provide pricing for all line items as required on the Pricing Page.

3.2.2 Experience - The vendor should complete Exhibit A with information related to previous and current services/contracts performed by the vendor's organization which are similar to the requirements of this RFP. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

3.2.3 The vendor should complete and submit Exhibit B, Miscellaneous Information.

3.2.4 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the vendor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

3.2.5 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor 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 vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)

- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

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

3.3 Competitive Negotiation of Proposals - The vendor is advised that under the provisions of this Request for Proposal, the Division of Purchasing reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.3.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.3.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All vendors involved in the negotiation process will be invited to submit a best and final offer.
- 3.3.3 Terms, conditions, prices, methodology, or other features of the vendor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the vendor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.3.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing determines that a change in such requirements is in the best interest of the State of Missouri.

3.4 Evaluation and Award Process - Proposals will be evaluated and a contract award made as specified below:

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

a. Objective Evaluation of Cost – The objective evaluation of cost shall be conducted as follows:

- 1) The cost evaluation shall be based on each vendor's proposed prices for providing the trash collection services for twelve (12) months per contract period. For cost evaluation purposes only, one (1) unscheduled trash collection shall be assumed per year at each location.
- 2) The evaluation of cost will include the original contract period and any potential renewal periods.
- 3) Cost points shall be computed from the result of the calculation stated above using a scale of 200 possible points and the following formula:

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

- 4) The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Organizations for the Blind and Sheltered Workshop Preference - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to vendors including products

and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

1) In order to qualify for the ten bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor 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 vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the following information with the proposal:
 - ✓ Participation Commitment - The vendor must complete Exhibit D, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
 - ✓ Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit E, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

2) A list of Missouri sheltered workshops can be found at the following internet address:

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

- 3) The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

- 4) Commitment – If the vendor's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit D, Participation Commitment, shall be interpreted as a contractual requirement.

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

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

- 3.4.3 Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the lowest responsive vendor.

- a. The State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the vendor or any subcontractor(s) proposed to provide wet trash collection services within the past three (3) years, and (2) the vendor's inability or failure to document recent responsible and reliable past experience/performances similar to the services required
- b. If the lowest responsive vendor is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.

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

4. PRICING PAGE

- 4.1 **Wet Trash Collection Services** - The vendor shall provide a firm fixed price for each of the following for providing the services required herein in accordance with the provisions and requirements of this RFP. All costs associated with providing the required services, shall be included in the stated price(s). (*UNSPSC Code: 76121501*)

| WESTERN MISSOURI CORRECTIONAL CENTER | | | | |
|---|--|--|---|--|
| | Trash Collection Service | Original Contract Period <i>Firm Fixed Price</i> | First Renewal Period <i>Maximum Price</i> | Second Renewal Period <i>Maximum Price</i> |
| SCHEDULED Trash Collection Service, Price Per Month | | | | |
| 001 | Trash collection services for one (1) twenty (20) cubic yard trash receptacle (two (2) times per week) | \$ _____ <i>per month</i> | \$ _____ <i>per month</i> | \$ _____ <i>per month</i> |
| UNSCHEDULED Trash Collection Service, Price Per Collection | | | | |
| 002 | Per unscheduled collection of one (1) twenty (20) cubic yard trash receptacle | \$ _____ <i>per collection</i> | \$ _____ <i>per collection</i> | \$ _____ <i>per collection</i> |

| CROSSROADS CORRECTIONAL CENTER | | | | |
|---|--|--|---|--|
| | Trash Collection Service | Original Contract Period <i>Firm Fixed Price</i> | First Renewal Period <i>Maximum Price</i> | Second Renewal Period <i>Maximum Price</i> |
| SCHEDULED Trash Collection Service, Price Per Month | | | | |
| 003 | Trash collection services for one (1) twenty (20) cubic yard trash receptacle (two (2) times per week) | \$ _____ <i>per month</i> | \$ _____ <i>per month</i> | \$ _____ <i>per month</i> |
| UNSCHEDULED Trash Collection Service, Price Per Collection | | | | |
| 004 | Per unscheduled collection of one (1) twenty (20) cubic yard trash receptacle | \$ _____ <i>per collection</i> | \$ _____ <i>per collection</i> | \$ _____ <i>per collection</i> |

EXHIBIT A**CURRENT/PRIOR EXPERIENCE VERIFICATION**

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

| | |
|--|--|
| Vendor Name or Subcontractor Name: _____ | |
| Experience/Service Information Verification (Current/Prior Services Performed For:) | |
| Name of Company/Client: | |
| Address of Company/Client ✓ Street Address ✓ City, State, Zip | |
| Company/Client Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address | |
| Dates of Services: | |
| If service/contract has terminated, specify reason: | |
| Dollar Value of Services | |
| Description of Services Performed | |

EXHIBIT B**MISCELLANEOUS INFORMATION**

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

| Facility, Name & Location | Permit Number |
|---------------------------|---------------|
| 1. | |
| 2. | |
| 3. | |

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

_____ On Site Deodorizing/Disinfecting, or

_____ Actual Replacement of Receptacle

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

| Name of Employee |
|------------------|
| 1. |
| 2. |
| 3. |
| 4. |

Outside United States:

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

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

Employee/Conflict of Interest:

| | |
|--|--------|
| venders 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 vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information: | |
| Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof: | |
| If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed: | |
| Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof: | _____% |

Registration of Business Name (if applicable) with the Missouri Secretary of State

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

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

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

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

EXHIBIT C, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Proposal/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT D
PARTICIPATION COMMITMENT

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

| Organization for the Blind/Sheltered Workshop Commitment Table By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract. (The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.) | |
|---|---|
| Name of Organization for the Blind or Sheltered Workshop Proposed | Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i> |
| 1. | Product/Service(s) proposed: <hr/> RFP Paragraph References: |
| 2. | Product/Service(s) proposed: <hr/> RFP Paragraph References: |

EXHIBIT E**DOCUMENTATION OF INTENT TO PARTICIPATE**

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

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
for the Blind Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

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

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

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Division of Purchasing (Purchasing) 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 Purchasing in determining whether an individual, business, or organization qualifies as an SDVE:

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

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

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

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

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

Date SDV Documents were Submitted: _____

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

(if applicable and known)

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

FOR STATE USE ONLY

SDV's Documents - Verification Completed By:

Buyer

Date

Attachment #1

STATE AGENCY FURNISHED TRASH RECEPTACLE – A bathtub style twenty (20) cubic yard leak-proof trash receptacle with two (2) top rolling lids. One (1) lid to roll to the rear door end, the other lid to roll to the bulkhead end. Overall fill area approximately 7' x 10' and holds approximately 4,040 gallons. Operational side hinge rear door with rear door safety release.

Height: Approximately 65"

Length: Approximately 23' 6"

Width: Approximately 96"

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

1. TERMINOLOGY/DEFINITIONS

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

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

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

established and registered vendors who have responded to the proposal on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

6. PROPOSAL OPENING

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

7. PREFERENCES

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

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

8. EVALUATION/AWARD

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

9. CONTRACT/PURCHASE ORDER

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

10. INVOICING AND PAYMENT

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

11. DELIVERY

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

12. INSPECTION AND ACCEPTANCE

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

13. WARRANTY

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

14. CONFLICT OF INTEREST

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

15. REMEDIES AND RIGHTS

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

16. CANCELLATION OF CONTRACT

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

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/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 vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

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

19. INVENTIONS, PATENTS AND COPYRIGHTS

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

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

21. AMERICANS WITH DISABILITIES ACT

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

22. FILING AND PAYMENT OF TAXES

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

23. TITLES

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

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