



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

RETURN AMENDMENT TO:

Steven W. Beeson
Procurement Officer I
steven.beeson@doc.mo.gov
(573) 526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
June 8, 2017	Attn: Julie Leonard JB & Co., LLC d/b/a A+ Septic 3532 Matney Hallow Rd Seymour, MO 65746	Amendment #004 Y14709008	Pump Out and Disposal of Grease Interceptor/Surge Traps For Ozark Correctional Center

CONTRACT Y14709008 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of November 25, 2017 through November 24, 2018.

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

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


Alana Boyles, Director, Division of Adult Institutions


Date



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

RETURN AMENDMENT TO:

Steven W. Beeson
Procurement Officer I
steven.beeson@doc.mo.gov
(573) 526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

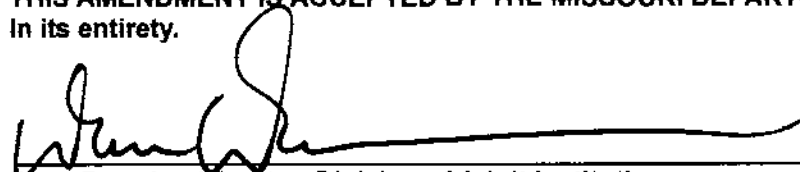
DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
May 27, 2016	Attn: Julie Leonard JB & Co., LLC d/b/a A+ Septic 3532 Matney Hallow Rd Seymour, MO 65746	Amendment #003 Y14709008	Pump Out and Disposal of Grease Interceptor/Surge Traps For Ozark Correctional Center

CONTRACT Y14709008 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 and 2.2.1 on pages 2 and 3, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of November 25, 2016 through November 24, 2017.

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

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


Dave Dormire, Director, Division of Adult Institutions

6/1/16
Date



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT TO:

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-526-6590
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 238
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
9/23/2015	Attn: Julie Leonard JB & Co. LLC. d/b/a A+ Septic 3532 Matney Hallow Rd Seymour, MO 65746	Amendment 002 Y14709008	Pump Out and Disposal of Grease Interceptor/Surge Traps For Ozark Correctional Center

CONTRACT Y14709008 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.1. on page 2, the Missouri Department of Corrections desires to renew the above referenced contract for the period of November 25, 2015 through November 24, 2016.

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

Return of this amendment by the contractor is not required

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

Dave Dormire, Director - Division of Adult Institutions

10/5/15

Date



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

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

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
10/30/2014	Attn: Julie Leonard JB & Co. LLC. d/b/a A+ Septic 3532 Matney Hallow Rd Seymour, MO 65746	Amendment #001 Y14709008	Pump Out and Disposal of Grease Interceptor/Surge Traps For Ozark Correctional Center

CONTRACT Y14709008 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1.1 on page 2, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of November 25, 2014 through November 24, 2015.

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

Return of this amendment by the contractor is not required.

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

Dave Dormire, Director, Division of Adult Institutions

11/24/14

Date

INVITATION FOR BID



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

Buyer of Record:
Diana Fredrick, CPPB
Procurement Officer II
Telephone: (573) 526-0591
diana.fredrick@doc.mo.gov

IFB 14709008

Pump Out and Disposal of
Grease Interceptor/Sludge Traps

FOR

Department of Corrections
Ozark Correctional Center
Fordland, Missouri

Contract Period:
Date of Award through One Year

Date of Issue: October 22, 2013
Page 1 of 31

Bids Must Be Received No Later Than:

2:00 p.m., Wednesday, November 20, 2013

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

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

Company Name: JB & Co. LLC DBA A+ Septic Solutions
Mailing Address: 3532 Matney Hollow Rd
City, State, Zip: Seymour, MO 65746
Telephone: 417-935-4459 Fax: _____
Federal EIN #: 45-3708723 State Vendor #: 4537087230
Email: jbandcolic@gmail.com

Authorized Signer's Printed Name and Title: Julie Leonard, Owner

Authorized Signature: Julie Leonard Bid Date: November 12, 2013

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows: Accepted in its entirety.

Contract No. Y14709008

[Signature]
Dave Dormire, Director, Division of Adult Institutions

11/25/13
Date

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

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) is accepting competitive, sealed bids to establish a contract for the pump out and disposal of grease interceptor/sludge traps for the Ozark Correctional Center (hereinafter referred to as OCC) on an as needed basis, in accordance with the requirements and provisions stated herein. OCC is located at the following address:

Ozark Correctional Center
929 Honor Camp Lane
Fordland, MO 65652

1.2 Organization:

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

Section 1. - Introduction and General Information	Exhibits A-E
Section 2. - Contractual Requirements	Terms and Conditions
Section 3. - Performance Requirements	Attachment 1
Section 4. - Bidder's Instructions	
Section 5. - Evaluation and Award	

1.3 General Information:

- 1.3.1 **Terms and Conditions** - It is recommended that all bidders review the Terms and Conditions governing this solicitation in its entirety, giving particular emphasis to examining those sections related to:

- Open Competition
- Preparation of Bids
- Submission of Bids
- Evaluation and Award

- 1.3.2 **Background Information** - The Department contracts locally with various pumping service providers to provide pump out and disposal of two grease interceptor/sludge traps. One trap is approximately 2,000 gallons located adjacent to the OCC food services facility, and the other trap is approximately 4,000 gallons located adjacent to the sewage processing facility. Although typically these grease interceptor/traps contain only a partial quantity of grease, the successful bidder will be responsible for fully clearing the grease interceptor/traps of any solids up to the maximum volume that they physically hold. Pumping dates will vary, but will be required at least once per quarter.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period:

- 2.1.1 The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for four (4) additional twelve-month periods or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period pursuant to applicable option clauses of this document.

2.2 Renewal Periods:

2.2.1 If the Department exercises its option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percentage increase or be less than the minimum percentage decrease quoted for the applicable renewal period as stated on **EXHIBIT A, Pricing Page** of the contract.

- a. If renewal percentages are not provided, then the price during the renewal period shall be the same as during the original contract period.
- b. The Department does not automatically exercise its option for renewal based upon the maximum percentage and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum stated.

2.3 Contract Prices:

2.3.1 All prices shall be as stated on **EXHIBIT A, Pricing Page**. The Department shall not pay, nor be liable, for any other costs including, but not limited to, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4 Prices Must Be Lowest:

2.4.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer under the same terms and conditions.

2.5 Point of Contact:

2.5.1 The contractor shall function as the single point of contact for all contract activities regardless of any subcontract arrangement for any product or service. This shall include assuming responsibilities and liabilities for any and all problems relating to all services provided.

2.6 Security Requirements:

2.6.1 Upon arrival to the facility, the contractor and the contractor's personnel must present a photo form of legal identification, the tools being taken into the facility, and a written inventory of the tools for verification. At no time shall the contractor leave any tools or supplies unattended. Missing tools or supplies must be immediately reported to the Department. All tools, supplies, and equipment must be secured at the end of each day.

2.7 Contractor Liability:

2.7.1 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 or payment arising out of such negligent act. 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.

2.7.2 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.

2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's

records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8 Coordination:

- 2.8.1 The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department or the Purchasing Section throughout the effective period of the contract.

2.9 Contractor's Employees:

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.9.4 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 Department the documentation required in **EXHIBIT C, 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 Department a completed, notarized Affidavit of Work Authorization provided in **EXHIBIT C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 2.9.5 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.
- 2.9.6 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at

least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

- 2.9.7 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.9.8 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.9.9 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department 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 abuse and consensual sex.
- (1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
- (2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.9.10 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.9.11 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
- 2.10 Subcontractors:**
- 2.10.1 Any subcontract for the items/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 Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. 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. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new

subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

- 2.10.2 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 RSMo 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:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530 RSMo, and;
- b. shall not henceforth be in such violation, and;
- c. 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.

2.11 Invoicing and Payment Terms:

- 2.11.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the services. Payment terms should be Net 30 unless otherwise stated in the IFB.

- 2.11.2 The contractor shall accurately invoice per the prices indicated on **EXHIBIT A, Pricing Page**. An original copy of the manifest should be included with the invoice.

- 2.11.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this contract. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and shall not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.

- a. If the Department issues a purchase order, an itemized invoice shall be emailed to DOC.Payables@doc.mo.gov or mailed to:

Attn: Fiscal Management Unit – Accounts Payable/OCC
Missouri Department of Corrections
PO Box 236
Jefferson City, MO 65102

- 2.11.4 Each invoice submitted must be specific to one purchase order number. The purchase order number must be referenced on the invoice and the invoice must be itemized in accordance with the item(s) listed on the purchase order. Failure to comply with these requirements may delay processing of invoices for payment. Emailed invoices should contain the purchase order number in the subject line.

- a. If the state purchasing card (Visa) is used for payment of goods, an itemized invoice reflecting the charged amount must be faxed or emailed to the facility within one business day. The state purchasing card shall not be charged until the items are received and accepted.

- 2.11.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.

- 2.11.6 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on **EXHIBIT A, Pricing Page** the web site address where the Department staff may access invoices. Upon award of a contract, the contractor shall

provide the Department with a customer number in order to Department staff to access invoices and invoice history.

3. PERFORMANCE REQUIREMENTS

3.1 Scope of Work:

- 3.1.1 The contractor shall provide all necessary labor, services, equipment and parts to undertake and perform grease interceptor/trap cleaning services on an as needed basis in accordance with any and all applicable local, state or federal regulations. The contractor shall date and replace service stickers on all grease traps if applicable. During the requested times of service, the maintenance superintendent or a designated department employee will be on site.
- 3.1.2 The contractor shall be responsible for reporting any deficiencies in the condition of the grease interceptor/traps cleaned and their associated piping, dip legs, covers and other equipment needed for proper operation of the grease interceptor/traps.
- 3.1.3 Cleaning must not interfere with the operation of the kitchen or other institutional activities at the institution. The grease interceptor/traps must be returned to normal service after cleaning.
- 3.1.4 The debris from the cleaning must be disposed at the contractor's expense in a manner that complies with all applicable local, county, state and federal laws, regulations and other limitations on such disposal.

3.2 Equipment Requirements:

- 3.2.1 The contractor shall provide trucks capable of loading with their pumps and, if required, snaking out the waste line to ensure the system is operating properly. "Jetter" trucks are acceptable to use and there shall be no additional fees for their use.

3.3 Grease Trap Pumping/Cleaning Requirements:

- 3.3.1 The contractor shall completely pump out and thoroughly clean the grease interceptor/traps. The cleaning of grease interceptor/traps shall include:
 - Skimming the entire grease cap and debris from the top of the interceptor/trap.
 - Scrape grease from all sides, surfaces, and removing all congealed grease deposits from the interceptor/traps either by manual scraping or by the use of a "jetter" truck.
 - Remove all remaining solids from the bottom of the interceptor/trap.
 - Vacuum water out of the interceptor/trap.
 - Make sure the interceptor/trap is completely clean and the entire contents removed.
 - Make sure the baffle is secure and in place.
 - Inspect the interceptor/trap for any cracks or defects.
 - Check that the sanitary "Ts" on the inlet and outlet sides of the interceptor/trap compartments are not clogged, loose, or damaged. Notify the maintenance superintendent if damages or missing parts are observed.
 - If interceptor/trap is equipped with a sample box, open it and clean the box.
 - Check that manhole covers are securely and properly seated after completion of cleaning. Re-install bolts to secure manhole covers.
 - Clean grease spills on the ground that might occur during the cleaning.
 - If a large spill occurs, protect the storm drain and clean it up immediately using the driest method possible (e.g. grease/oil absorbent pads).
- 3.3.2 In the event the grease in the interceptor/trap is hardened, the contractor shall not add pumped water back to the interceptor/trap to facilitate the pumping and cleaning process. **No back flushing will be tolerated.**

- 3.3.3 **Decanting is not permitted.** Decanting means the practice of returning wastewater from a grease hauler truck back into the grease interceptor/trap after it is vacuumed out.
- 3.3.4 The contractor shall meet all DOT, OSHA, EPA, FDA, Webster County Health Department, as well as local, state and federal regulations pertaining to the pumping, hauling, and disposal of grease interceptor/trap waste.
- 3.3.5 The contractor shall monitor each interceptor/trap identified in this contract to justify, advise and recommend to the maintenance superintendent or designated department employee of any changes in the pumping frequency, hauling, or disposal methods or practices set forth in this contract which would benefit the Department by reducing costs, liability, maintenance expenses, emergencies, accidents or otherwise to remain in compliance with all federal, state, and local laws and regulations pertaining to waste minimization; thereby, acting in such a manner to minimize the amount of toxicity of waste generated.
- 3.3.6 No additives shall be introduced unless approved by the appropriate governmental agency. No additives that later solidify or negatively affect sewer lines, pump stations, or treatment plants can be used.
- 3.4 **Documentation:**
- 3.4.1 The contractor shall provide the appropriate non-hazardous waste manifest with all service and shall comply with all governmental regulatory agencies. The contractor shall have a multi-part manifest. This manifest requires signatures from the generator, transporter, and receiver in order to maintain and establish accountability (see example on ATTACHMENT 1). The contractor shall ensure the manifest form used to document the transportation and disposal of the interceptor/trap waste generated in Webster County contains the following information:
- a) Generator document information shall include: name and physical address of the facility, volume of waste pumped (gallons), date and time of pumping activity, signature of authorized representative and the maintenance superintendent or designated department employee, and the size of separator (trap) in gallons. One (1) copy of the manifest shall be left with the maintenance superintendent or designated department employee who signed it.
 - b) Transporter/hauler document information shall include: name and physical address of company, permit number, name and signature of driver with date of pumping activity, type of waste, quantity pumped (gallons) and truck capacity (gallons).
 - c) Receiver/Facility document information shall include: name and physical address of facility, permit number, volume of waste received, date and time of waste received, signature of authorized facility representative.
- 3.4.2 The contractor shall ensure that the disposal facility/receiver has furnished the Department a complete copy of the manifest with the proper signatures and dates within fifteen (15) days of the pumping activity.
- 3.4.3 An original copy of each manifest for each service shall be presented no later than the 10th of the month following the month of service to the maintenance superintendent or designated department employee. The copy will be used to reconcile the copy received from the disposal facility.
4. **BIDDER'S INSTRUCTIONS**
- 4.1 **Contact:**
- 4.1.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., related to the bid document must be referred to the Buyer of Record identified on the first page of

this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.

4.2 EXHIBIT A, Pricing Page:

- 4.2.1 The bidder must submit a **firm fixed price** for both line items on **EXHIBIT A, Pricing Page**. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract. The Department shall not make additional payments or pay add-on charges unless specifically described and priced in the bid, or as otherwise specifically stated and allowed by the IFB. The Department does not pay state sales tax.
- 4.2.2 The prices bid shall include all miscellaneous costs, including, but not limited to, equipment rental charges, taxes, franchise fees, etc.
- 4.2.3 The bidder should complete the "Terms" and the "Bidder's Acceptance of the State Purchasing Card" sections on **EXHIBIT A, Pricing Page**.

4.3 Preferences:

- 4.3.1 **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 bidders who qualify as Missouri service-disabled veteran business enterprise and who complete and submit **EXHIBIT B, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed **EXHIBIT B** and the documentation specified on **EXHIBIT B** in accordance with the instructions provided therein, no preference points will be applied.
 - a. If the lowest priced bid qualifies for the preference, or in the event no bidders qualify for the preference, no further calculation is necessary.

4.4 Employee Bidding/Conflict of Interest:

- 4.4.1 Bidders who are employees of the State of Missouri, a member of the General Assembly, or a statewide elected official, must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an employee of the State of Missouri, a member of the General Assembly, or a statewide official, please complete **EXHIBIT D, Miscellaneous Information**.

4.5 Affidavit of Work Organization and Documentation:

- 4.5.1 The bidder 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.

4.6 Responsible and Reliability Determination:

- 4.6.1 The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.
 - a. The bidder should complete **EXHIBIT E, Current/Prior Experience** with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of the IFB.
 - b. If references for current and/or previous contracts are not identified on **EXHIBIT E**, the Department may request that the bidder identify one or more references. The Department must

receive the reference(s) within twenty-four (24) hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

4.7 Business Compliance:

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

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

4.8 Compliance with Terms and Conditions:

4.8.1 The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

4.9 Bid Detail Requirements and Deviations:

4.9.1 It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify detailed specifications for the product/services being offered and any deviations from both the mandatory and desirable specifications stated in the IFB and/or on **EXHIBIT A, Pricing Page**. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable specification may be reviewed by the Department as to its acceptability and impact on competition. A deviation from a mandatory specification should be addressed by the bidder in detail sufficient to explain whether the deviation alternatively meets or exceeds the mandatory specification; said explanation shall be required of the bidder if requested by the Buyer of Record.

4.10 Submission of Bids:

4.10.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

4.10.2 Bids are due no later than the bid date and time as stated on the first page of this IFB.

4.10.3 **Vendor Information Data Form** - The Department maintains a current vendor database. If the bidder has not submitted a Vendor Information Data form with a revision date of 04-09, this form can be downloaded at <http://doc.mo.gov/DHS/Contracts.php> and submitted with the bid response, mailed, or faxed to the number indicated on the form, or emailed directly to DOC.VendorInfo@doc.mo.gov.

5. EVALUATION AND AWARD

5.1 Evaluation:

- 5.1.1 **Determination of Responsiveness** - Any bid which does not comply with the mandatory requirements of the IFB will be determined to be non-responsive and will not be considered for an award. Any bid received requiring the Department to execute a usage agreement and/or any other agreement as a condition of providing service shall be deemed non-responsive and removed from consideration for an award. If deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering.
- 5.1.2 **Determination of Responsibility and Reliability** - The Department shall determine the responsibility and reliability of the lowest responsive bidder.
- 5.1.3 The evaluation shall include the original contract period plus the renewal periods. Estimated quantities shall be taken into consideration to compute the total price for the original contract period and renewal periods.
- 5.1.4 The cost evaluation will be calculated as follows:
- For line items 001 and 002, the individual cost for each line item will be calculated by multiplying the firm fixed price for the line item stated on **EXHIBIT A, Pricing Page** by the estimated quantity to arrive at the cost per item. The initial contract period cost will be calculated by adding the total for each line item together.
 - A cost for each renewal period will be calculated in the same manner as indicated in 5.1.4 a. The total cost of the initial contract period and each renewal period will be added together to arrive at the total evaluated bid price.
- 5.1.5 **Determination of Lowest Priced Bidder including Consideration of Preferences** - After completing the cost evaluation and determining preference bonus points, the bidder with the most cost points is considered the lowest bidder. Cost points shall be computed for the total evaluated bid price as follows:

Lowest Responsive Total Evaluated Bid Price x 100 + earned preference points = Total Cost Points
Compared Total Evaluated Bid Price

- NOTE: The prompt payment discount terms on contracts will not be used in any cost calculation.**

5.2 Award:

- 5.2.1 Award shall be made to the lowest, responsive, responsible and reliable bidder who has the highest total cost points determined as specified herein. **Award shall be made on an all-or-none basis.**
- 5.2.2 **Other Considerations** - The Department reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not limited to: 1) failure of the bidder to meet mandatory general performance specifications; 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the Department reserves the right to clarify any and all portions of any bidder's offering. If the lowest responsive bidder is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive bidder.

EXHIBIT A, Pricing Page

The bidder must state a firm fixed price for each line item.

Line Item #	Description of Service	Trap Capacity in Gallons	Unit of Measure	Estimated Quantity	Firm Fixed Price
001	Total Pump-Out/Clean-Out/Inspect	4,000	Each	4	\$ 800
002	Total Pump-Out/Clean-Out/Inspect	2,000	Each	4	\$ 400

Bidder's Acceptance of the State Purchasing Card (Visa):

The bidder should indicate agreement/disagreement to allow the Department to make purchases using the state purchasing card (Visa). If the bidder agrees, the bidder shall be responsible for all service fees, merchant fees and /or handling fees. Furthermore, the bidder shall agree to provide the items/services at the prices stated herein:

Agreement ☒ Disagreement ☐

Terms:

The bidder should state below its discount terms offered for the prompt payment of invoices:

NA % if paid within NA days of receipt of invoice

Web Site:

The bidder should state web site address if online invoicing is available: NA

RENEWAL OPTION: The bidder must indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option period. If a percentage is not quoted (i.e. left blank), the Department shall have the right to execute the renewal option at the same price(s) quoted for the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT** against the previous year's price. **A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.**

The percentages indicated below shall be used in the cost evaluation to determine the maximum financial liability to the Department.

EXHIBIT A, Pricing Page continued on next page

EXHIBIT A, Pricing Page (CONTINUED)

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

MAXIMUM INCREASE			OR	MINIMUM DECREASE		
RENEWAL PERIOD	ORIGINAL CONTRACT PRICE PLUS %		OR	RENEWAL PERIOD	ORIGINAL CONTRACT PRICE MINUS %	
1 st	0	%	OR	1 st	0	%
2 nd	0	%	OR	2 nd	0	%
3 rd	0	%	OR	3 rd	0	%
4 th	0	%		4 th	0	%

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item(s) at the prices quoted, in accordance with all requirements and specifications contained herein and in accordance with the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: JB & Co. LLC DBA A+ Septic Solutions

Printed Name: Julie Leonard

Email: jbandcollc@gmail.com

Authorized Signature: Julie Leonard

Date: November 12, 2013

EXHIBIT B
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

DEFINITIONS:

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

STANDARDS:

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

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. 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
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. 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),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

EXHIBIT B (CONTINUED)**MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE**

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

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

Name of Missouri State Agency or Public University* to Which the SDV's Documents were Submitted: _____

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

Date SDV's Documents were submitted: _____

Previous Bid/Contract Number for Which the SDV's Documents were Submitted: _____
(if known)

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

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

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

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

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

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

BOX A - CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB CN825) 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 Department of Corrections 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 on next page



Employment Eligibility Verification

Welcome
Julie Leonard

User ID
JLEO2031

Last Login
12:27 PM - 11/13/2013

Log Out



Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Contact Us

Company Information

Company Name: JB and Company LLC

[View / Edit](#)

Company ID Number: 472144

Doing Business As (DBA) Name: A+ Septic Solutions

DUNS Number: 078287892

Physical Location:

Address 1: 3532 Matney Hollow Rd

Address 2:

City: Seymour

State: MO

Zip Code: 65746

County: WEBSTER

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 453708723

Total Number of Employees: 1 to 4

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 1

[View / Edit](#)

[View MOU](#)

EXHIBIT C (CONTINUED)**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now Julie Leonard (Name of Business Entity Authorized Representative) as owner (Position/Title) first being duly sworn on my oath, affirm JB & Co. 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 JB & Co. 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.)

Julie Leonard
Authorized Representative's Signature

Julie Leonard
Printed Name

Owner
Title

November 12, 2013
Date

jbandcolic@gmail.com
E-Mail Address

472144
E-Verify Company ID Number

Subscribed and sworn to before me this 14th of November, 2013 I am
(DAY) (MONTH, YEAR)

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

Missouri
(NAME OF STATE)

and my commission expires on 4/27/17.
(DATE)

Eujeanna L. Calfas
Signature of Notary

11/14/13
Date



EUEJANNA L. CALFAS
My Commission Expires
April 27, 2017
Webster County
Commission #13469740

EXHIBIT C continued on next page

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 JB & Co. LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Julie Leonard

Authorized Business Entity Representative's
Name (Please Print)

Julie Leonard
Authorized Business Entity
Representative's Signature

JB & Co. LLC DBA A+ Septic Solutions
Business Entity Name

November 12, 2013
Date

aplussepticssolutions@gmail.com
E-Mail Address

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

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

EXHIBIT C continued on next page

EXHIBIT C (CONTINUED)**BOX C AFFIDAVIT ON THE 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 bidder's name and the MOU signature page completed and signed by the bidder and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Procurement Officer

Date

EXHIBIT D
Miscellaneous Information

Employee Bidding/Conflict of Interest

If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT E
CURRENT/PRIOR EXPERIENCE

The bidder should complete the table below for references being submitted as demonstration of the bidder and subcontractor's current and previous experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

NAME OF BIDDER:

Name of Reference (Company)	Address (Address, City, State, Zip)	Contact Person Name Phone # E-mail Address	Dates of Services:	Description of Services Performed
Dept. of Corrections Ozark Correctional Center	Fordland, MO	Larry Trapp 417-767-4491	Sept. 18, 2012 to Present	We thoroughly inspect and pump out 6,000 gallons of grease waste from the interceptors. We haul the waste to a grease recycling center.
McDonald's	1820 N Main Mountain Grove, MO 65711	David Jelken 417-259-4195	June 26, 2012 to Present	We thoroughly inspect and pump out 5 different restaurant grease interceptors. We haul the waste to a grease recycling center.
Whiteman Air Force Base	660 10th Street Suite 211 Whiteman AFB, MO 65305	Paul Tracy 660-687-1984	April 2013 thru April 2017 5 year contract	We pump out 12,000 gallons of lime sludge every week. We land apply on a local farm through our DNR permit.

Proposed Subcontractor - The bidder should identify any subcontractor(s) proposed to provide any of the services required herein. If the bidder fails to identify the proposed subcontractor(s), the Department reserves the right to request such information.

Proposed Subcontractor Provide Name and Address	Identify the Service Proposed to be Provided by the Proposed Subcontractor

**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS**

TERMS AND CONDITIONS – INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

- a. **1 CSR 40-1 (Code of State Regulations)** refers to the rule that provides the public with a description of the Division of Purchasing and Materials Management within the Office of Administration. This rule fulfills the statutory requirement of section 536.023(3), RSMo.
- b. **Agency and/or Department** means the Missouri Department of Corrections.
- c. **Amendment** means a written, official modification to an IFB or to a contract.
- d. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- f. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- g. **Buyer or Buyer of Record** means the procurement staff member of the Department. The **Contact Person** as referenced herein is usually the Buyer of Record.
- h. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- j. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- k. **Invitation for Bid (IFB)** means the solicitation document issued by the Department to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Exhibits, Attachments, and Amendments.
- 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. Failure to provide or comply will result in a bid being considered non-responsive.
- n. **Pricing Page(s)** applies to the Exhibit on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- 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 procurement operations of the Department.
- 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 the Department.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. CONTRACT ADMINISTRATION

- a. All contractual administration will be carried out by the Buyer of Record or authorized Department Purchasing Section designee. Communications pertaining to contract administration matters will be addressed to: Department of Corrections, Purchasing Section, PO Box 236, Jefferson City, MO 65102.
- b. The Buyer of Record/authorized designee is the only person authorized to approve changes to any of the requirements of the contract.

4. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the Department in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the Department's website.
- f. The Department reserves the right to officially amend or cancel an IFB after issuance.

5. PREPARATION OF BIDS

- a. Bidders must examine the entire IFB carefully. Failure to do so shall be at the bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph. The statutory limitations and prohibitive clauses may be requested to be clarified in writing by the Department or be accepted without further clarification if statutory limitations and prohibitive clauses are deemed acceptable by the Department. If the Department determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges, and shall be delivered to the Department's designated destination FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from the bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

6. SUBMISSION OF BIDS

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

7. BID OPENING

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

8. PREFERENCES

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

9. EVALUATION/AWARD

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

- n. The final determination of contract award(s) shall be made by the Department.

10. CONTRACT/PURCHASE ORDER

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

11. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. 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. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- d. The Department assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the Department's rejection and shall be returned to the contractor at the contractor's expense.
- e. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055 RSMo.
- f. The Department reserves the right to purchase goods and services using the state purchasing card.

12. DELIVERY

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

13. INSPECTION AND ACCEPTANCE

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

14. WARRANTY

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR STATUS

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

17. REMEDIES AND RIGHTS

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

18. SEVERABILITY

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

19. CANCELLATION OF CONTRACT

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

20. TERMINATION OF CONTRACT

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

21. ASSIGNMENT OF CONTRACT

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

22. COMMUNICATIONS AND NOTICES

- a. Any notice to the contractor shall be deemed sufficient when e-mailed to the contractor at the e-mail address indicated in the contract, or transmitted by facsimile to the facsimile number indicated in the contract, or deposited in the United States mail, postage prepaid, and addressed to the contractor at the address indicated in the contract, or hand-carried and presented to an authorized employee of the contractor.
- b. If the contractor desires to receive written notices at a different e-mail address, facsimile number, or USPS address than what is indicated in the contract, the contractor must submit this request in writing upon notice of award.

23. FORCE MAJEURE

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

24. CONTRACT EXTENSION

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

25. INSURANCE

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

26. BANKRUPTCY OR INSOLVENCY

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

27. INVENTIONS, PATENTS AND COPYRIGHTS

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

28. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

29. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- a. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;

3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, the Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Department until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

30. AMERICANS WITH DISABILITIES ACT

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

31. FILING AND PAYMENT OF TAXES

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

32. TITLES

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

Revised 4/11/2013



SEPTSQL

OP ID: MJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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

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

PRODUCER Apple Agency P.O. Box 511 Seymour, MO 65746-	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED JB & Company LLC dba A+ Septic Solutions 3532 Matney Hollow Road Seymour, MO 65746	INSURER A: Columbia Mutual	NAIC #
	INSURER B: MISSOURI EMPLOYERS MUTUAL	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		CGSMO0000024545	03/16/2013	03/16/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO		CAPMO0000016917	11/23/2012	11/23/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	MEM2008295-00	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Septic Tank Systems - Cleaning

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

JB & Co. LLC
3532 Matney Hollow Rd
Seymour, MO 65746



11-15-13A11:46 RCVD

Missouri Department of Corrections
Purchasing Section
2729 Plaza Dr
Jefferson City, MO 65102

IFB 14709008

Pump out and Disposal of Grease Interceptors/Sludge Traps