



STATE OF MISSOURI  
MISSOURI DEPARTMENT OF CORRECTIONS  
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN MAY 21, 2019 TO:

Steven W. Beeson, Procurement Officer I

[steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov)

(573) 526-6590 (Phone)

(573) 522-1562 (Fax)

FMU/PURCHASING SECTION

P.O. BOX 236

JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
April 15, 2019	Attn: Angela McCowan, Acct. Representative Waste Corporation of Missouri 2120 West Bennett Street Springfield, MO 65507	Amendment 002 Y17708378	Sewage Sludge Collection, Removal, and Disposal Services for Ozark Correctional Center

**CONTRACT Y17708378 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraphs 3.1.2 and 3.1.3 on page 10, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of August 1, 2019 through July 31, 2020.

Pursuant to **EXHIBIT A, Pricing Page**, on page 21, the prices for the second renewal period are as follows:

**Line Item 001** – Delivery of one (1) cleaned & sanitized 20 cubic-yard sludge waste container: \$145.00, per delivery

**Line Item 002** – Collection of one (1) 20 cubic-yard sludge waste container: \$344.79, per collection

**Line Item 003** – Disposal of one (1) 20 cubic-yard sludge waste container: \$47.74, per ton

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

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

**IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.**

Company Name: Waste Corporation of Missouri

Mailing Address: 2120 W. Bennett St.

City, State, Zip: Springfield, MO 65807

Telephone: 417-851-1933 Fax: 417-831-5582

MissouriBUYS SYSTEM ID: \_\_\_\_\_

Email: Sblock@wcamerica.com

Authorized Signer's Printed Name and Title: Sam Block Account Manager

Authorized Signature: Sam Block Date: 4/18/19

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

Alana Boyles  
Alana Boyles, Director, Division of Adult Institutions

4-20-19  
Date



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

**RETURN AMENDMENT NO LATER THAN JULY 19, 2018 TO:**

Cynthia Adkins, Procurement Officer I

[cynthia.adkins@doc.mo.gov](mailto:cynthia.adkins@doc.mo.gov)

(573) 526-6402 (Phone)

(573) 522-1562 (Fax)

FMU/PURCHASING SECTION

P.O. BOX 236

JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
June 21, 2018	Attn: Angela McCowan, Account Representative Waste Corporation of Missouri 2120 West Bennett Street Springfield, MO 65507	Amendment 001 Y17708378	Sewage Sludge Collection, Removal, and Disposal Services for Ozark Correctional Center

**CONTRACT Y17708378 IS HEREBY AMENDED AS FOLLOWS:**

Pursuant to paragraphs 3.1.2 and 3.1.3 on page 10, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of August 1, 2018 through July 31, 2019.

Pursuant to EXHIBIT A, Pricing Page, on page 21, the Missouri Department of Corrections shall amend the contract prices to be as follows:

Line Item 001 - Delivery of one (1) cleaned & sanitized 20 cubic-yard sludge waste container: \$145.00, per delivery

Line Item 002 - Collection of one (1) 20 cubic-yard sludge waste container: \$334.75, per collection

Line Item 003 - Disposal of one (1) 20 cubic-yard sludge waste container: \$46.35, per ton

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

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

**IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.**

Company Name:

Waste Corporation of Missouri

Mailing Address:

2120 W. Bennett St.

City, State, Zip:

Springfield, MO 65807

Telephone:

417-851-1917

Fax:

417-831-5582

MissouriBUYS SYSTEM ID: \_\_\_\_\_

Email:

amccowan@wacamerica.com

Authorized Signer's Printed Name and Title:

Angela McCowan Acct. Rep.

Authorized Signature:

Angela McCowan

Date:

7-11-18

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

Alana Boyles  
Alana Boyles, Director, Division of Adult Institutions

7-13-18  
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:  
Steven W. Beeson  
Procurement Officer I  
Telephone: (573) 526-6590  
steven.beeson@doc.mo.gov

# IFB931Y17708378

Sewage Sludge Collection, Removal,  
and Disposal Services

For

Department of Corrections  
Ozark Correctional Center

Contract Period:  
August 1, 2017 through July 31, 2018

Date of Issue: March 30, 2017  
Page 1 of 39

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

**2:00 p.m., Thursday April 27, 2017**

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, Jefferson City, MO 65109, or P.O. Box 236, Jefferson City, MO 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: Waste Corporation of Missouri

Mailing Address: 2120 W. Bennett St.

City, State, Zip: Springfield, MO 65807

Telephone: 417-851-1917 Fax: 417-831-5582

MissouriBUYS SYSTEM ID: \_\_\_\_\_

Email: amccowan@wcamerica.com

Authorized Signer's Printed Name and Title: Angela McCowan Acct. Rep.

Authorized Signature: Angela McCowan Date: 4-3-17

**NOTICE OF AWARD:** This bid is accepted by the Missouri Department of Corrections as follows:

Contract No. IN ITS ENTIRETY Y17708378

Alana Boyles  
Alana Boyles, Director of Institutions  
Division of Adult Institutions

5-9-17  
Date

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

**EXHIBIT A, Pricing Page**

The bidder shall provide firm, fixed prices for the original contract period and for each renewal period for providing sewage sludge collection, removal, and disposal services in accordance with the provisions and requirements specified herein. The bidder must indicate the maximum price increase applicable for each renewal option year. All costs associated with providing Sewage Sludge Collection Services shall be included in the stated prices.

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
001	Delivery of one (1) cleaned & sanitized 20 cubic-yard sludge waste container	\$ <u>145.00</u> Per delivery	\$ <u>145.00</u> Per delivery	\$ <u>145.00</u> Per delivery
002	Collection of one (1) 20 cubic-yard sludge waste container	\$ <u>325.00</u> Per collection	\$ <u>334.75</u> Per collection	\$ <u>344.79</u> Per collection
003	Disposal of one (1) 20 cubic-yard sludge waste container	\$ <u>45.00</u> per ton	\$ <u>46.35</u> per ton	\$ <u>47.74</u> per ton

**Delivery:** The required delivery is twenty-four (24) hours after receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: \_\_\_\_\_ days ARO.

**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   uu   Disagreement \_\_\_\_\_

**Terms:**

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

\_\_\_\_\_ % if paid within \_\_\_\_\_ days of receipt of invoice

**Web Site:**

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

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item at the price 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: Waste Corporation of Missouri

Printed Name: Hinje McCowan Email: amccowan@wcamerica.com

Authorized Signature: [Signature] Date: 4-3-17

**EXHIBIT E**  
Miscellaneous Information

**Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo. (<a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a>)</p>	
<p>* If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: <u>WYast Corporation of Missouri</u> ll Missouri State Charter # <u>FL001415520</u></p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number)  Stated in section 351.572.1 RSMo,  _____ (State Legal Business Name)</p>

**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:		_____ %

**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, Phone Number, and Email Address	Identify the Service Proposed to be provided by the Proposed Subcontractor
<p>NAME: PHONE #: EMAIL ADDRESS;</p>	
<p>NAME: PHONE #: EMAIL ADDRESS;</p>	

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that


***WASTE CORPORATION OF MISSOURI, LLC***

using in Missouri the name

***WCA of Missouri, LLC***  
***FL001415520***

a DELAWARE entity was created under the laws of this State on the 2nd day of February, 2016, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 7th day of April, 2017.

  
Secretary of State

Certification Number: CERT-04072017-0046





**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:  
Steven W. Beeson  
Procurement Officer I  
Telephone: (573) 526-6590  
steven.beeson@doc.mo.gov**

**IFB931Y17708310**

**Sewage Sludge Collection, Removal,  
and Disposal Services**

**For**

**Department of Corrections  
Ozark Correctional Center**

**Contract Period:  
August 1, 2017 through July 31, 2018**

**Date of Issue: March 7, 2017  
Page 1 of 39**

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

**2:00 p.m., Thursday April 6, 2017**

**SEALED 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: Waste Corporation of Missouri

Mailing Address: 2120 W. Bennett St.

City, State, Zip: Springfield, MO 65807

Telephone: 417-851-1917 Fax: 417-831-5582

MissouriBUYS SYSTEM ID: \_\_\_\_\_

Email: amccowan@wccamerica.com

Authorized Signer's Printed Name and Title: Angela McCowan / Acct. Rep.

Authorized Signature: Angela McCowan Date: 4/3/17

**NOTICE OF AWARD:**

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

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

Director, Division of Adult Institutions

Date

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

EXHIBIT A

CURRENT/PRIOR EXPERIENCE VERIFICATION

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

Vendor Name or Subcontractor Name: <u>Waste Corporation of Missouri</u>	
<b>Experience/Service Information Verification (Current/Prior Services Performed For:)</b>	
Name of Company/Client:	<u>Springfield Public Schools</u>
Address of Company/Client <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	<u>1359 E. St Louis St Springfield, MO 65802</u>
Company/Client Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone number <input checked="" type="checkbox"/> E-mail Address	<u>Rhonda Bowman 417-523-0410 rbowman@spsmail.org</u>
Dates of Services:	<u>8/1/13 to Current</u>
If service/contract has terminated, specify reason:	<u>N/A</u>
Dollar Value of Services	<u>11,500.00 - 12,000.00 mo.</u>
Description of Services Performed	<u>Trash removal for Public School System</u>





subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	WA
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

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

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

**Proposed Subcontractors** - The vendor should identify any subcontractor(s) proposed to provide any of the services required herein.

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

EXHIBIT C

BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

**BOX A - CURRENTLY NOT A BUSINESS ENTITY**

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

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

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

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

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

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

\_\_\_\_\_  
Date

**EXHIBIT D (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 Hmsela McCowan as Acct. Rep. first being  
(Name of Business Entity Authorized Representative) (Position/Title)  
duly sworn on my oath, affirm Waste Corporation is enrolled and will continue to participate  
(Business Entity Name)

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 Waste Corporation 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.)*

Hmsela McCowan Hmsela McCowan  
Authorized Representative's Signature Printed Name

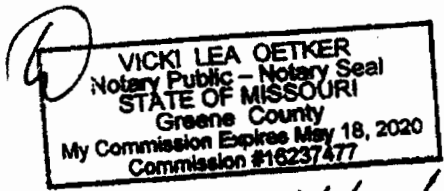
Acct. Rep 4/3/17  
Title Date

Hmsela.McCowan@wccamerica.com 40635  
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 3rd of April 2017. I am commissioned  
(DAY) (MONTH, YEAR)

as a notary public within the County of Greene, State of Missouri, and my  
(NAME OF COUNTY) (NAME OF STATE)

commission expires on May 18 2020  
(DATE)



Vicki Oetker 4/03/17  
Signature of Notary Date

EXHIBIT D (continued)

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

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Work Corporation (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 Department 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 Department or Public University\* to Which Previous E-Verify Documentation Submitted:

State of Missouri (MODOOT)

(\*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: 12/19/16

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

Angela McCowan

Authorized Business Entity Representative's Name (Please Print)

Angela McCowan

Authorized Business Entity Representative's Signature

Work Corporation of Missouri  
Business Entity Name

4-3-17  
Date

amccowan@workamerica.com  
E-Mail Address

400635  
E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

**EXHIBIT E (continued)**

**Deodorizing/Disinfecting** – Check the method that will be used to deodorize and disinfect the sludge waste container.

X Onsite deodorizing/disinfecting or \_\_\_\_\_ Actual replacement of sludge waste container

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**Missouri Department of Natural Resources Permits** – State permit number and expiration date:

Sludge Permit Number 14DD2251 Expiration Date 2/25/20

Solid Waste Disposal Permit Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

**END OF EXHIBIT E**





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/26/2016

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> WCA Waste Corporation 1330 Post Oak Blvd. 30th Floor Houston TX 77056 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Commerce & Industry Ins Co	19410
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: Lexington Insurance Company	19437
	INSURER D: American Zurich Ins Co	40142
	INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 570063161824**      **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			014180816 SIR applies per policy terms & conditions	08/01/2016	08/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 4584381	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments Lia \$5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			023073477	08/01/2016	08/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	WC019962100 AOS	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  WCA Waste Corporation 1330 Post Oak Blvd. 30th Floor Houston TX 77056 USA	<b>CANCELLATION</b> 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  <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570063161824



**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*Waste Corporation of Missouri Inc*

2 Business name/disregarded entity name, if different from above  
*dba: WCA*

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
*2120 W Bennett Street*

6 City, state, and ZIP code  
*Springfield Mo 65807*

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

7	6	-	0	6	5	7	7	0	7
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here      Signature of U.S. person ▶ *[Signature]*      Date ▶ *1/3/17*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Company ID Number: 40635  
Client Company ID Number: 297548

**Information Required  
For the E-Verify Designated Agent Program**

**Information relating to your Company:**

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification

Number: 780700073

North American Industry  
Classification Systems

Code: 592

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

# E-Verify



DEPARTMENT OF HOMELAND SECURITY

Company ID Number: 40335  
Client Company ID Number: 37548

Approved by:

Employer WCA Management Company, L.P.

Michael A. R.  
Name (Please Type or Print)

Vice President  
Title

[Signature]  
Signature

1-19-10  
Date

Designated Agent Level of Group, Inc.

          
Name (Please Type or Print)

          
Title

Electronically Signed  
Signature

01/19/2010  
Date

Department of Homeland Security - Verification Division

Rebecca K. Green  
Name (Please Type or Print)

Deputy Branch Chief E-Verify  
Title

[Signature]  
Signature

1/19/10  
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:  
Steven W. Beeson  
Procurement Officer I  
Telephone: (573) 526-6590  
[steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov)**

# IFB931Y17708378

**Sewage Sludge Collection, Removal,  
and Disposal Services**

**For**

**Department of Corrections  
Ozark Correctional Center**

**Contract Period:  
August 1, 2017 through July 31, 2018**

**Date of Issue: March 30, 2017  
Page 1 of 39**

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

**2:00 p.m., Thursday April 27, 2017**

Bids may be submitted electronically through MissouriBUYS only or a hard-copy bid may be submitted. Hard-copy bids must be **SEALED** and 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: \_\_\_\_\_

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

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

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

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

MissouriBUYS SYSTEM ID: \_\_\_\_\_

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

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

**Authorized Signature:** \_\_\_\_\_

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

**NOTICE OF AWARD:** This bid is accepted by the Missouri Department of Corrections as follows:

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

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

\_\_\_\_\_  
Date

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

# Instructions for Submitting a Solicitation Response

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

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

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

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

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

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

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



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

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

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

**End of Instructions for Submitting Solicitation Response**

**TABLE OF CONTENTS**

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

Section 1.	Introduction and General Information
Section 2.	Performance Requirements
Section 3.	General Contractual Requirements
Section 4.	Bid Submission, Evaluation, and Award Information
Exhibit A:	Pricing Page
Exhibit B:	Missouri Service-Disabled Veterans Business Enterprise Preference
Exhibit C:	Current/Prior Experience
Exhibit D:	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
Exhibit E:	Miscellaneous Information
Terms and Conditions	

**END OF TABLE OF CONTENTS**

## 1. INTRODUCTION AND GENERAL INFORMATION

*This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.*

### 1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed bids for the provision of sewage sludge collection, removal, and disposal services to the Department of Corrections' (hereinafter referred to as the "Department") Ozark Correctional Center (hereinafter referred to as the "OCC") in accordance with the requirements and provisions as set forth herein.

1.1.2 Funds - Expenditures from federal funds are not included in this contract.

### 1.2 Questions Regarding the IFB:

1.2.1 It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the bidder believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the bidder's ability to submit a bid.

- a. Except as may be otherwise stated herein, the bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the Buyer of Record indicated on the first page of this IFB. Inappropriate contacts to or with other personnel are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should contact the Buyer of Record.
- b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the Department may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer of Record. It is preferred that questions be e-mailed to the Buyer of Record at [steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov).
- c. The Department will attempt to ensure that a bidder receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB amendment as the questions and issues did not provide further clarity to the IFB. All bidders will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the Department shall be that which is contained in the IFB and any amendments thereto.

### 1.3 Site Inspection:

1.3.1 Non-mandatory site inspection tours are available by appointment. To make an appointment for a site inspection tour, please contact Teri Myers, OCC Business Manager, at (417) 767-4491 or by email to [teri.myers@doc.mo.gov](mailto:teri.myers@doc.mo.gov).

1.3.2 The purpose of a site inspection tour is to provide bidders the opportunity to inspect, examine, and assess the work site and to determine any existing conditions and/or factors of the work site that may affect the performance of the services required herein.

- 1.3.3 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or influence the performance of service described and required by the contractual requirements.
- 1.3.4 Bidders shall not be allowed to communicate with the OCC staff other than during the site inspection tour.
- 1.3.5 Bidders are strongly encouraged to advise the Department at least five (5) days prior to any site inspection tour, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.6 All questions regarding the IFB and/or the competitive procurement process **must** be directed to Steven Beeson of the Department's Purchasing Section at (573) 526-6590 or [steven.beeson@doc.mo.gov](mailto:steven.beeson@doc.mo.gov).

#### **1.4 Vendor Information:**

- 1.4.1 The Missouri Department of Corrections, Purchasing Section, is transitioning to the new MissouriBUYS eProcurement system. All vendors that sell products or services to the state, new or existing, will be required to register or re-register on the MissouriBUYS website at <https://missouribuys.mo.gov>. Please note that there are written instructions located on the "Register" tab as well as a Vendor Training Video.

#### **1.5 Background and Historical Usage Information:**

- 1.5.1 This solicitation is a rebid of IFB931Y17708310. No award was made to the previous solicitation as per section 4.f of the IFB's Terms and Conditions.
- 1.5.2 OCC is a minimum security treatment facility housing approximately 738 male offenders.
- 1.5.3 A current contract exists for the services being obtained via this IFB. The contract number is Y14709150.
- a. Viewing the contract - A copy of the contract can be viewed and printed from the Department of Corrections website located on the Internet at: [http://doc.mo.gov/DHS/General\\_Services\\_Awarded.php](http://doc.mo.gov/DHS/General_Services_Awarded.php). Please reference the contract number shown above when searching for the document.
  - b. State Expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “Site Information” and “Disclaimer”. Then search by the contract number shown above when searching for the financial information.
- 1.5.4 Although an attempt has been made to provide accurate and up-to-date information, the Department does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

#### **1.6 General Information:**

- 1.6.1 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
  - Submission of Bids
  - Preparation of Bids
  - Evaluation and Award

**END OF SECTION ONE: INTRODUCTION AND GENERAL INFORMATION**

## **2. PERFORMANCE REQUIREMENTS**

*This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. Response to this section by the bidder is requested in the Exhibit section of this IFB. The bidder's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the bidder in the event the bid is accepted by the State.*

### **2.1 General Requirements:**

- 2.1.1 The contractor shall provide the provision of sewage sludge collection, removal, and disposal services for the OCC in accordance with the provisions and requirements stated herein and to the sole satisfaction of the Department.
- 2.1.2 Pursuant to paragraph 1.3.3 of this IFB, each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the site and any other existing condition, factor, or item that may affect or impact the performance of the service(s) described and required in the Contractual Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.
- 2.1.3 By no later than fifteen (15) calendar days after notification of award of the contract and prior to any performance of service pursuant to the contract, the contractor must submit the following to the Department:
  - a. The name of the owner/operator, the address, and the solid waste permit number for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any sewage sludge collected from the Department.

### **2.2 Scope of Work:**

- 2.2.1 Unless otherwise specified herein, the contractor shall provide one (1) twenty (20) cubic yard sludge waste container suitable for the containment of de-watered bags of sewage sludge. The contractor shall place the sludge waste container at a location designated by the OCC. Upon request of the OCC, the contractor shall pick up the full sludge waste container and remove it from the facility for disposal, leaving in exchange an empty, clean, and sanitary twenty (20) cubic yard sludge waste container.
  - a. The Department estimates that the above described service will need to be provided one (1) time per month.
  - b. The contractor shall collect the full sludge waste container within twenty-four (24) hours after being notified by the Department of the need to collect the sludge waste container.
- 2.2.2 Disposal - The contractor must dispose of the sewage sludge in a landfill that is certified to accept sewage sludge. The contractor must dispose of all collected sludge in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and the Missouri Department of Health and Senior Services. For disposal outside the State of Missouri, the contractor must dispose of all sewage sludge in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.
  - a. The contractor must notify the Department immediately in the event that hazardous waste or items prohibited by law from being disposed of in landfills, are found in the sludge waste container.
  - b. If the sewage sludge is to be disposed of outside of the State of Missouri, the contractor must either: (1) process the sewage sludge through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) dispose of the sewage sludge at a government regulated and approved facility.

- c. The contractor shall be responsible for all permits, fees, and expenses related to the disposal of sewage sludge.
- 2.2.3 The contractor shall complete all work in accordance with all applicable federal, state, county, and local laws, ordinances, regulations, and codes.
- 2.2.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.2.5 The contractor shall retain ownership of the sludge waste container provided and shall maintain the sludge waste container to be in sound safe working condition both structurally and mechanically.
- a. Within forty-eight (48) hours of the Department's notification to the contractor, the contractor shall repair or schedule the repair of the sludge waste container reported by the Department as having structural and/or mechanical problems.
  - b. At no additional cost to the Department, the contractor shall supply a replacement sludge waste container in the case of the need for removal for repair or maintenance.
- 2.2.6 The contractor shall assist the Department at all times in its effort to minimize the visual obtrusiveness of the sewage sludge waste container and surrounding area.
- a. With each collection, the contractor shall maintain a fifteen (15) foot perimeter around sludge waste container, keeping the area clean and free of debris.

### **2.3 Delivery Requirements:**

- 2.3.1 Unless other specific arrangements are agreed upon by the OCC, the contractor shall provide all sewage sludge collection services during regular Department work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday excluding state holidays.
- a. Site address: Ozark Correctional Center  
929 Honor Camp Lane  
Fordland, MO 65652
  - b. The required delivery is twenty-four (24) hours after receipt of a properly executed order.
  - c. The contractor shall observe the same holiday schedule as the Department. A list of state holidays may be found at <http://content.ia.mo.gov/commissioner/state-holidays>

### **2.4 Invoicing and Payment Terms:**

- 2.4.1 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.4.2 If the Department issues a purchase order, an itemized invoice shall be emailed to [doc.payables@doc.mo.gov](mailto:doc.payables@doc.mo.gov) or mailed to:

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



- 2.4.3 Each invoice submitted must be specific to one purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line.
- 2.4.4 If the state purchasing card (Visa) will be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day.
- 2.4.5 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.4.6 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 Department staff may access invoices. Upon award of contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.
- 2.4.7 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 2.4.8 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 items.
- 2.4.9 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the IFB.
- 2.4.10 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 may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges. **The state purchasing card shall not be charged until the items are received and accepted.**
- 2.4.11 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.4.12 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to, taxes, lodging, per diem costs, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

## END OF SECTION TWO: PERFORMANCE REQUIREMENTS

### 3. GENERAL CONTRACTUAL REQUIREMENTS:

*This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.*

#### 3.1 Contractual Requirements:

- 3.1.1 Contract - 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 acceptance of the 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.
- a. A notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
  - b. The contract expresses the complete agreement of the parties and performances shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the 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.
  - d. Annual expenditures for the contract awarded as a result of this IFB shall not exceed \$24,999.99.
- 3.1.2 Contract Period – The original contract period shall be as stated on page one (1) of the IFB. 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, or any portion thereof for two (2) additional one year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on **EXHIBIT A, Pricing Page**.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 3.1.4 Contract Price - All prices shall be as indicated on **EXHIBIT A, Pricing Page**. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- 3.1.5 Termination - The Department reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Department pursuant to the contract prior to the effective date of termination.
- 3.1.6 Transition: Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Department. If requested by the Department, the contractor shall provide and/or perform any or all of the following responsibilities:
- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.
  - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.
- 3.1.7 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the Department, including its divisions, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the Department, including its divisions, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its divisions, employees, and assignees.
- c. The contractor shall agree and understand that the Department shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the sludge waste container provided by the contractor.
- 3.1.8 Contract Audits - The Department reserves the right to investigate and/or audit the prices charged by the contractor to the Department, with or without notice to the contractor, at the expense of the Department. If it is determined that the contractor has charged prices to the Department in excess of those agreed upon in the contract, the Department shall consider this just cause for cancellation of the contract in its entirety, which may result in the contractor's removal from the list of eligible bidders who may do business with the Department.
- 3.1.9 Insurance - The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Department, its divisions, its employees, its

clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability. The general and other non-professional liability insurance shall include an endorsement that adds the Department as an additional insured.

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

3.1.10 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the 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.

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

3.1.11 Authorized Personnel - 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.

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Department 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 (25%) of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

- c. 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 D, 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 D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- d. 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.

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

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

3.1.14 Order Quantities - The quantities indicated in this IFB are estimates that pertain to the total quantities that may be ordered throughout the stated contract period. The Department makes no guarantees about aggregate order quantities.

3.1.15 Substitution of Products - The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.

- a. In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- b. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Department shall be the final authority as to acceptability of any proposed substitution.

- c. Any item substitution shall require a formal contract amendment authorized by the Department prior to the state acquiring the substitute item under the contract.
- d. The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the Department. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

3.1.16 Delivery Performance - The contractor and/or the contractor's subcontractor(s) shall deliver products/services in accordance with the contracted delivery times stated herein to the Department upon receipt of an authorized purchase order or P-card transaction notice. All orders for services received on the last day of the contract must be invoiced at the contract price. All services must be coordinated with the Department.

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

3.1.18 Confidentiality:

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

3.1.19 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

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

3.1.21 Hazard Communication Safety Data Sheets and Labeling Requirements - The State of Missouri, Department of Corrections, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a safety data sheet and warning labels with each shipment compliant with OSHA's Hazard Communication Standard. Therefore, the contractor must comply with this mandatory requirement for all commodities provided under contract that contain



hazardous material. The contractor's Safety Data Sheets shall comply with the OSHA uniform formatting requirements that are to become effective June 1, 2015, and the contractor's Safety Data Sheets shall always comply with any changes to those OSHA requirements. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

**END OF SECTION THREE: GENERAL CONTRACTUAL REQUIREMENTS**

#### 4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

##### 4.1 Submission of Bids:

- 4.1.1 On-line Bid - **All bidders must be registered vendors in order to respond to the IFB electronically.** If a registered bidder is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered bidder should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered bidder is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing. Instructions on how a registered bidder responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page provided herein can be saved into a word processing document, completed by a registered bidder, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
  - b. In addition, a registered bidder may submit the exhibits, forms, Pricing Page, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time as stated on page 1 of this IFB.
  - c. If a registered bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves its best interest.
- 4.1.2 Hard Copy Bid - If the bidder is submitting a bid via the mail or a courier service or is hand delivering the bid, the bidder should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The bidder is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing, including applicable renewal pricing.
- a. The bid should be page numbered.
  - b. The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
- 4.1.3 Open Records - Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bid is opened. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- a. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids and should limit bid content to items that provide substance, quality of content, and clarity of information.
  - b. Additionally, after a contract is executed it is scanned into the Department's imaging system. The scanned information will be available for viewing through the Internet from the Department's system at: <http://doc.mo.gov/DHS/Contracts.php>.

- 4.1.4 Submission of Information - To facilitate the evaluation process, the bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The Department is under no obligation to solicit any information if it is not included with the bid. The bidder's failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.
- 4.1.5 Contact - 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 calendar days prior to the official bid opening date.
- 4.1.6 Compliance with Terms and Conditions - The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the Department's terms and conditions may render a bidder's bid nonresponsive and remove it from consideration for award.
- 4.1.7 Bid Detail Requirements and Deviations – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. The bidder should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. 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.

## **4.2 Evaluation and Award Process:**

- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use objective analysis in conducting a comparative assessment of the bid(s). The award shall be made to the lowest and best bid.
- 4.2.2 The evaluation shall include the original contract period plus the renewal periods.
- 4.2.3 Prices shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.

## **4.3 Evaluation of Cost:**

- 4.3.1 Pricing – The bidder shall submit firm, fixed pricing for each line item OR for all line items on the Pricing Page, **EXHIBIT A, Pricing Page**, including pricing for all renewal periods. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.
- 4.3.2 The objective evaluation of cost for each line item shall be based on the firm fixed price stated on **EXHIBIT A, Pricing Page** for each potential contract period.
- a. For line items 001 and 002, and for evaluation purposes only, the estimated initial contract period cost will be calculated by multiplying the firm fixed price stated on **EXHIBIT A, Pricing Page** by six (6). Renewal period costs for line items 001 and 002 will be calculated in the same manner.
  - b. For line item 003, and for evaluation purposes only, the estimated initial contract period cost will be calculated by multiplying the firm fixed price per ton stated on **EXHIBIT A, Pricing Page** by 240. Renewal period costs for line item 003 will be calculated in the same manner.
  - c. For each line item, and for evaluation purposes only, the estimated total costs of the initial contract period and each renewal period will be added together to arrive at the estimated total bid

price. The estimated total bid price for each line item will be added together to determine the total estimated bid price for the contract.

- d. Cost evaluation points shall be determined using the results of the calculations stated above using the following formula:

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

**NOTE:** Any prompt payment discount term indicated on **EXHIBIT A**, Pricing Page will not be used in any cost calculation.

- e. If the unit of measure specified on the attached pricing page is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page. All mathematical conversions should be shown by the bidder, and must be provided upon specific request from the buyer.

- 1) In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submission of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.

- f. The bidder shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department makes no guarantee regarding the accuracy of the quantities stated nor does the Department intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

4.3.3 Other factors that affect the determination of the lowest priced bid include consideration of the Missouri Service Disabled Veterans Preference explained in the paragraph that follows.

4.3.4 Determination of Lowest Priced Bid Including Consideration of Preferences – After completing the cost evaluation and determining preference bonus points, the bidder with the most points is considered the lowest priced bid. Total points shall be computed for the total evaluated bid price as follows:

$$\text{Assigned Cost Points} + \text{Earned Preference Points} = \text{Total Points}$$

**4.4 Evaluation of Bidder’s Experience and Reliability:**

4.4.1 Experience and reliability of the bidder’s organization will be considered subjectively in the evaluation process. Therefore, the bidder is advised to submit information concerning the bidder’s organization and information documenting the bidder’s experience in past performances, especially those performances related to the requirements of this IFB. If the bidder is proposing an entity other than the bidder to perform the required services, the bidder should also submit the information requested for such proposed subcontractor.

- a. Bidder Information - The bidder should provide information about the bidder’s organization on **EXHIBIT C**, Current/Prior Experience.
- b. Experience - The bidder should provide information related to previous and current services/contracts of the bidder or bidder’s proposed subcontractor where performance was

similar to the required services of this IFB. The information may be shown on **EXHIBIT C, Current/Prior Experience** or in a similar manner.

- 1) As part of the evaluation process, the Department may contact the bidder's references, including references not listed or identified within the bidder's bid but who have current or previous experiences with the bidder.
  - 2) The bidder shall agree and understand that the Department is not obligated to contact the bidder's references.
- c. Licenses - The bidder should submit a copy of all licenses and/or certifications related to the performance of the services required herein. If not submitted with the bid, the Department reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

#### **4.5 Missouri Service-Disabled Veteran Business Enterprise Preference:**

- 4.5.1 Missouri Service-Disabled Veteran Business Preference - Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **EXHIBIT 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.

#### **4.6 Other Bid Submission Requirements:**

- 4.6.1 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo, definition of a "business entity" ([Section: 285.0525 Definitions, RSMO 285.525](#)), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of **EXHIBIT D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of **EXHIBIT D, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** must be submitted prior to an award of a contract.
- 4.6.2 Miscellaneous Information - The bidder should complete and submit **EXHIBIT E, Miscellaneous Information**.
- 4.6.3 Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - b. Certificate of authority to transact business/certificate of good standing (if applicable)
  - c. Taxes (e.g., city/county/state/federal)
  - d. State and local certifications (e.g., professions/occupations/activities)
  - e. Licenses and permits (e.g., city/county license, sales permits)

- f. Insurance (e.g., worker's compensation/unemployment compensation)

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

**END OF SECTION FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION**

**EXHIBIT A, Pricing Page**

The bidder shall provide firm, fixed prices for the original contract period and for each renewal period for providing sewage sludge collection, removal, and disposal services in accordance with the provisions and requirements specified herein. The bidder must indicate the maximum price increase applicable for each renewal option year. All costs associated with providing Sewage Sludge Collection Services shall be included in the stated prices.

Line Item	Description	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
001	Delivery of one (1) cleaned & sanitized 20 cubic-yard sludge waste container	\$ _____ Per delivery	\$ _____ Per delivery	\$ _____ Per delivery
002	Collection of one (1) 20 cubic-yard sludge waste container	\$ _____ Per collection	\$ _____ Per collection	\$ _____ Per collection
003	Disposal of one (1) 20 cubic-yard sludge waste container	\$ _____ per ton	\$ _____ per ton	\$ _____ per ton

**Delivery:** The required delivery is twenty-four (24) hours after receipt of a properly executed order. If bidder's delivery is different, the bidder should state delivery in days after receipt of order: \_\_\_\_\_ days ARO.

**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:

\_\_\_\_\_ % if paid within \_\_\_\_\_ days of receipt of invoice

**Web Site:**

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

By signing below, the bidder hereby declares understanding, agreement and certification of compliance to provide the item at the price 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

**STANDARDS:**

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

- The individual, business, or organization must be 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;
- The individual, business, or organization must have not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs. (An SDV is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.);
- The individual, business, or organization must have the management and daily business operations controlled by one (1) or more SDVs;
- The individual, business, or organization must have 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
- The SDV must be in possession of 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, and unless previously submitted within the past five (5) years to the Missouri Department of Corrections or to the Office of Administration, Division of Purchasing (DP), the bidder **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

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

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

**EXHIBIT B** continued on next page



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

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

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

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

- No, I have not previously submitted the SDV documents specified herein to the state agency or to the Office of Administration, Division of Purchasing (DP) and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past five (5) years to the state agency.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to the Office of Administration, Division of Purchasing (DP).

**Date** SDV Documents Were Submitted: \_\_\_\_\_

Previous **Bid/Contract Number** for Which the SDV Documents were Submitted: \_\_\_\_\_ (if known)

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

<b>FOR STATE USE ONLY</b>	
SDV's Documents - Verification Completed By:	
Procurement Officer	Date

**EXHIBIT C, Current/Prior Experience**

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

<b>Bidder Name or Subcontractor Name:</b> _____	
<b>Reference Information (Current/Prior Services Performed For):</b>	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

**END OF EXHIBIT C**

**EXHIBIT D**  
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.**

<p><b><u>BOX A:</u></b> To be completed by a non-business entity as defined below.</p> <p><b><u>BOX B:</u></b> To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <a href="http://www.dhs.gov/files/programs/gc_1185221678150.shtm">http://www.dhs.gov/files/programs/gc_1185221678150.shtm</a>.</p> <p><b><u>BOX C:</u></b> To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.</p>
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**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.

<b>BOX A – CURRENTLY NOT A BUSINESS ENTITY</b>	
<p>I certify that _____ (Company/Individual Name) <b><u>DOES NOT CURRENTLY MEET</u></b> 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)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> - I am a self-employed individual with no employees; <b>OR</b>  <input type="checkbox"/> - The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.         </p> <p>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 Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department with all documentation required in Box B of this exhibit.</p>	
<p>_____            Authorized Representative’s Name (Please Print)</p>	<p>_____  <i>Authorized Representative’s Signature</i></p>
<p>_____            Company Name (if applicable)</p>	<p>_____            Date</p>

**EXHIBIT D** (continued)

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

As a business entity, the 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](http://www.dhs.gov/files/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company'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 D (continued)

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

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT E**  
Miscellaneous Information

**Missouri Secretary of State/Authorization to Transact Business**

<p>In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Bidders must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.1, RSMo.  <a href="http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html">http://www.moga.mo.gov/mostatutes/stathtml/35100005721.html</a></p>	
<p>If the bidder is registered with the Missouri Secretary of State, the bidder shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____                  Missouri State Charter # _____</p>
<p>If the bidder is not required to be registered with the Missouri Secretary of State, the bidder shall state the specific exemption stated per section 351.572.1, RSMo.</p>	<p>State specific exemption _____                  (List section and paragraph number)                   Stated in section 351.572.1 RSMo,                   _____                  (State Legal Business Name)</p>

**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:		_____ %

**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.

<b>Proposed Subcontractor Provide Name, Phone Number, and Email Address</b>	<b>Identify the Service Proposed to be provided by the Proposed Subcontractor</b>
NAME: PHONE #: EMAIL ADDRESS;	
NAME: PHONE #: EMAIL ADDRESS;	

**EXHIBIT E (continued)**

**Deodorizing/Disinfecting** – Check the method that will be used to deodorize and disinfect the sludge waste container.

\_\_\_\_\_ Onsite deodorizing/disinfecting    or    \_\_\_\_\_ Actual replacement of sludge waste container

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**Missouri Department of Natural Resources Permits** – State permit number and expiration date:

Sludge Permit Number \_\_\_\_\_                      Expiration Date \_\_\_\_\_

Solid Waste Disposal Permit Number \_\_\_\_\_                      Expiration Date \_\_\_\_\_

**END OF EXHIBIT E**



**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 addendum 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. **Addendum** means a written official modification to an IFB.
- d. **Amendment** means a written, official modification to a contract.
- e. **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.
- f. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- g. **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.
- h. **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.
- i. **Contract** means a legal and binding agreement between two or more competent parties for consideration for the procurement of equipment, supplies, and/or services.
- j. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- k. **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.
- l. **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 Addendums thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **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.
- o. **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.
- p. **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.
- q. **Shall** has the same meaning as the word **must**.
- r. **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 or evaluation process 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 addendum 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 addendum 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 may be available for viewing and downloading on the Department's website or on the MissouriBUYS Statewide eProcurement System. For IFB's posted on MissouriBUYS, registered bidders are electronically notified of those bid opportunities that match the commodity codes for which the bidder registered in MissouriBUYS. If a registered bidder's e-mail address is incorrect, the bidder must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>
- f. The Department reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered bidders who received e-mail notification of the bid opportunity when the IFB was established and registered bidders who have responded to the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB.

### 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. For bids posted on the MissouriBUYS Statewide eProcurement System, registered bidders may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuys.mo.gov/>. 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. Bidders are cautioned that bids submitted via the USPS, including first class mail, certified mail, Priority Mail and Priority Mail Express, are routed through the Office of Administration Central Mail Services and the tracking delivery time and date may not be the time and date received by the Department's Purchasing office. Regardless of delivery method, 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 submitted electronically by a registered bidder may be retracted on-line prior to the official end date and time. 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. When submitting a bid electronically, the registered bidder indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Bidders submitting a hard copy must sign and return the IFB cover page or, if applicable, the cover page of the last addendum 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. All bidders may view the same bid response information on the MissouriBUYS Statewide eProcurement System. 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) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- 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 addendums 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 08/19/2016