

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:
Cynthia Adkins
Procurement Officer I
Telephone: (573) 526-6402
cynthia.adkins@doc.mo.gov

IFB931Y20708165

Sewer Treatment Operation Services
FOR
Missouri Department of Corrections
Maryville Treatment Center

Contract Period:
January 1, 2020 through December 31, 2020

Date of Issue: October 18, 2019
Page 1 of 41

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, November 14, 2019

Bids may be submitted electronically through MissouriBUYS only, or a hard-copy 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 vendor 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.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Missouri Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: WHITE CLOUD ENGINEERING & CONSTRUCTION COMPANY

Address to send POs: PO BOX 468

City, State, Zip: MARYVILLE, MO 64468

Telephone: 660-582-4111 Fax: 660-582-4115

MissouriBUYS SYSTEM ID: 4314353230-0

Email: whitecloud@unitedsky.net

Authorized Signer's Printed Name and Title: _____

Authorized Signature: [Signature]

Date: 11/12/19

NOTICE OF AWARD: This bid is accepted by the Missouri Department of Corrections as follows: In its entirety.
Contract No. Y20708165

[Signature]
Alana Boyles, Director, Division of Adult Institutions

11-21-19
Date

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

**EXHIBIT A,
PRICING PAGE**

The vendor shall provide firm, fixed prices below for the original contract period and a maximum price for each renewal period for providing sewer treatment operation services in accordance with the provisions and requirements specified herein. Statements such as "percentage of the then-current price" or "consumer price index" are not acceptable. All costs associated with providing sewer treatment operation services shall be included in the stated prices.

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
001	UNSPSC Code: 76121701 Sewer Treatment Plant Operations	\$ <u>3700⁰⁷</u> Per Month	\$ <u>3250⁰⁷</u> Per Month	\$ <u>3300⁰⁷</u> Per Month
002	UNSPSC Code: 76121701 Sludge Removal and Disposal	\$ <u>300⁰⁷</u> Per Ton	\$ <u>300⁰⁷</u> Per Ton	\$ <u>300⁰⁷</u> Per Ton

Terms:

The vendor should state below its discount terms offered for the prompt payment of invoices.

1 1/2 % if paid within 10 days of receipt of invoice.

Website:

The vendor should state website address if online invoicing is available: N/A

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

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

Agreement _____ Disagreement X (NOT SET UP FOR CC PAYMENT)
BP

**EXHIBIT B,
CURRENT/PRIOR EXPERIENCE**

Current/Prior Experience: The vendor should provide a list of references for which the vendor is currently or has provided sewer treatment operation services within the past five (5) years that are similar in size and scope to the services being required herein.

Company/Institution Contact Name, Phone Number and Email	Date of Services Provided
{ STATE OF MO, OA DIVISION OF FACILITIES MGT MARVILLE TREATMENT CENTER: TROY RAGAN 660-582-6542 x 327 Troy.Ragan@doc.mo.gov	1996 to Present
{ UNITED SERVICES: MANAGE 10 WASTEWATER TREATMENT FACILITIES STARTING IN 2004. PAT WALTER 800-748-1448 pwalter@weci.coop	
{ CITY OF MARYVILLE, MO. 2 FACILITIES STARTING IN 2004 GREG MCDANEL 660-562-8001 gmcdanel@maryville.org	
{ CITY OF PICKERING, MO. WWTF. HAVE MANAGED SINCE 2004 TO PRESENT. MILTON SOVEREIGN 660-927-3737 cherikee7@outlook.com	
{ CITY OF PARNELL, MO. HAVE MANAGED WWTF FROM 2008 TO PRESENT. MAYOR GREG WELCH 816-752-0965 cityofparnell.mo@gmail.com	
{ BENELECTIVE CONVENT, CLYDE, MO. MANAGED WWTF FROM 2010 to PRESENT. SR. SEAN DOUGLAS 660-562-0471 srsean@grm.net	

**EXHIBIT C,
MISCELLANEOUS INFORMATION**

Employee Bidding/Conflict of Interest

Vendors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the vendor and/or any of the owners of the vendor'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?	N/A	
Employment Title:		
Percentage of ownership interest in vendor's organization:	_____ %	

Missouri Department of Natural Resources Landfill Operating Permit Number – The vendor shall state the name, location, permit number, and expiration date of each Solid Waste Processing Facility that the vendor proposes to use:

Name	Location	License Number	Expiration Date
ST JOSEPH LANDFILL	ST JOSEPH, MO	MO-0109878	6-30-20

Personnel – Provide a list of employees who will be providing sewer treatment operation services. (Use additional sheets if necessary)

1. RANDY FLSH MO WASTEWATER-C CERTIFICATION# 12458
2. _____
3. _____

**EXHIBIT D,
PARTICIPATION COMMITMENT**

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

Organization for the Blind/Sheltered Workshop Commitment Table		
<ul style="list-style-type: none"> The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1. NOCOMO SHELTERED WORKSHOP	2% %	Product/Service(s) proposed: PALLETS FOR SLUDGE (30 SOLID) IFB Paragraph References:
2.	%	Product/Service(s) proposed: IFB Paragraph References:
Total Blind/Sheltered Workshop Percentage:	2 %	

**EXHIBIT E,
DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or a letter of intent, recently signed by each organization documenting the following information with the vendor's bid.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: WHITE CLOUD ENGINEERING & CONSTRUCTION

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

Organization for the Blind _____ Sheltered Workshop _____

Name of Organization: NOCOMO SHELTERED WORKSHOP
(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: NICKI SAMSON Email: nickinocomo@yahoo.com
Address: 319 S. NEWTON Phone #: (660) 582-2928
City: MARYVILLE Fax #: (660) 582-7414
State/Zip: MO. 64468 Certification # 05-0194-023
(or attach copy of certification)

Certification Expiration Date: _____

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

Pallets - custom built

Authorized Signature:

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

10-26-19
Date (Dated no earlier than the IFB issuance date)

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

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

STANDARDS:

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

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

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past three (3) years to the Department or to the Office of Administration, Division of Purchasing (OA/Purchasing), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's Certificate of Release or Discharge from Active Duty [DD Form 214], and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT F continued on next page

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

- No, I have not previously submitted the SDV documents specified herein to the Department or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to the Department.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the Office of Administration, Division of Purchasing.

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 Office of Administration, Division of Purchasing (OA/Purchasing) SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to the OA/Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the OA/Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

**EXHIBIT G,
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.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri Department including Department.

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 _____ **DOES NOT CURRENTLY MEET** the definition of
(Company/Individual Name)
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 _____ and if the business
(IFB Number)
status changes during the life of the contract to become a business entity as defined in section 285.585 RSMo, then, prior to the performance of any services as a business entity _____ agrees to complete
(Company/Individual Name)
Box B, comply with the requirements stated in Box B and provide the Department 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 G continued on next page

EXHIBIT G (continued)

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

EXHIBIT G continued on next page

EXHIBIT G (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

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

Come now ERIC CARMICHAEL as OFFICE MANAGER
(Name of Business Entity Authorized Representative) (Position/Title)

first being duly sworn on my oath, affirm WHITE CLOUD ENG & CONST. is enrolled and will continue to
(Business Entity Name)

continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the

State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530,

RSMo. I also affirm that WHITE CLOUD ENG & CONST. does not and will not knowingly employ a
(Business Entity Name)

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.)

Eric Carmichael
Authorized Representative's Signature

ERIC CARMICHAEL
Printed Name

OFFICE MANAGER
Title

10/29/19
Date

whited@danitebsky.net
E-Mail Address

177688
E-Verify Company ID Number

Subscribed and sworn to before me this 10th of October, 2019. I am commissioned as a
(DAY) (MONTH, YEAR)

notary public within the County of Nodaway, State of Missouri
(NAME OF COUNTY) (NAME OF STATE)

and my commission expires on Sept. 23, 2023
(DATE)

Danielle Miller
Signature of Notary



10-29-2019
Date

EXHIBIT G (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 WHITE CLOUD ENG & CONST. 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 vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri Department or Public University* to Which Previous E-Verify Documentation Submitted: OFFICE OF ADMINISTRATION

(*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: 6-10-16

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: RFPS3003494600818
(if known)

ERIC CARMICHAEL
Authorized Business Entity Representative's Name (Please Print)
WHITE CLOUD ENGINEERING & CONSTRUCTION
Business Entity Name

Eri Carmichael
Authorized Business Entity Representative's Signature

10/29/19
Date

E-Mail Address

179688
E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Cynthia Allins
Buyer

11/14/2019
Date

**EXHIBIT H,
MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS**

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. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.2, RSMo.

<http://revisor.mo.gov/main/OneSection.aspx?section=351.572>

<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: <u>WHITE CLOUD ENGINEERING & CONSTRUCTION COMPANY</u></p> <p>Missouri State Charter # <u>00296975</u></p>
<p>If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.2, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number)</p> <p>Stated in section 351.572.2 RSMo,</p> <p>_____ (State Legal Business Name)</p>

**EXHIBIT H,
MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS**

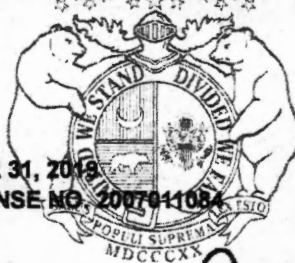
In accordance with section 351.572.1, RSMo, the Department is precluded from contracting with a vendor or its affiliate who is not authorized to transact business in the State of Missouri. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.2, RSMo.

<http://revisor.mo.gov/main/OneSection.aspx?section=351.572>

<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: <u>WHITE CLOUD ENGINEERING & CONSTRUCTION COMPANY</u> Missouri State Charter # <u>00296975</u></p>
<p>If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.2, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number) Stated in section 351.572.2 RSMo, _____ (State Legal Business Name)</p>

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Engineering Corporation



VALID THROUGH DECEMBER 31, 2019
ORIGINAL CERTIFICATE/LICENSE NO. 2007841084

WHITE CLOUD ENGINEERING &
CONSTRUCTION COMPANY
P.O. BOX 468
MARYVILLE MO 64468
USA

Judy Hampton
EXECUTIVE DIRECTOR

Kathleen Stiles Danner
DIVISION DIRECTOR

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Engineer



VALID THROUGH DECEMBER 31, 2019
ORIGINAL CERTIFICATE/LICENSE NO. 022495

DONALD BROCK PFOST
26239 HALLMARK ROAD
MARYVILLE MO 64468
USA

Judy Hampton
EXECUTIVE DIRECTOR

Kathleen Stiles Danner
DIVISION DIRECTOR

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

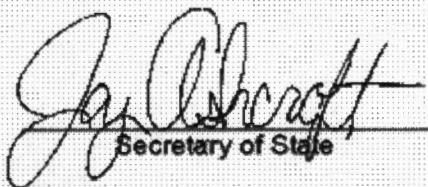
CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

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

WHITE CLOUD ENGINEERING & CONSTRUCTION COMPANY
00296975

was created under the laws of this State on the 24th day of December, 1986, and is in good standing, 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 28th day of October, 2019.


Secretary of State



Certification Number: CERT-10282019-0045

Missouri Department of Natural Resources
Water Protection Program
Certificate of Competency



WASTEWATER TREATMENT - C

Randy G. Fish

This is to Certify that Randy G. Fish having submitted satisfactory evidence of his/her qualifications, knowledge and experience, has been awarded this certificate of competency in wastewater treatment system operations, as provided for in Clean Water Commission, Certification of Wastewater Operators Rule 10 CSR 20-9.030, effective March 1, 1992.

CERTIFICATION NUMBER

12458

ORIGINAL ISSUE DATE

August 3, 2016

CERTIFICATE EXPIRES

August 31, 2018

All training must be completed prior to the expiration date of this certification. There is no grace period to complete training.

Issued By: 

Steve Hester
Director, Water Protection Program

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/21/2019
PRODUCER SHACKLEFORD INSURANCE AGENCY, INC PO Box 157 Iberia, MO 65486 (573)793-2412	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED WHITE CLOUD ENGINEERING AND CONSTRUCTION CO. INC. PO BOX 468 MARYVILLE, MO 64468	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Missouri Employers Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WBR ADD'L LTR INBRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$																
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1013556	5-15-18 5-15-19	5-15-19 5-15-20	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">WC STATUTORY LIMITS</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">OTHER</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">1,000,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">1,000,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">1,000,000</td> <td></td> </tr> </table>	WC STATUTORY LIMITS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>	E.L. EACH ACCIDENT	\$	1,000,000		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS, VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER MISSOURI DEPARTMENT OF CORRECTIONS MARYVILLE TREATMENT CENTER 30227 HWY 136E MARYVILLE, MO 64468	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE
--	---

E-Verify



Company ID Number: 179688

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

Employer **White Cloud Engineering & Construction Company**

Eric K Carmichael

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

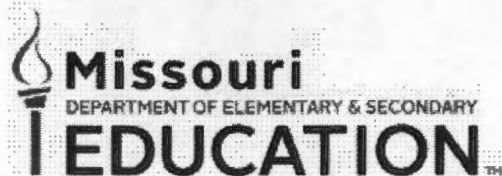
Title

Electronically Signed

Signature

01/13/2009

Date



CERTIFICATE OF AUTHORITY

to establish and operate an Extended Employment Sheltered Workshop

This certifies that

NOCOMO INDUSTRIES INC

has satisfied all requirements set forth in Missouri statutes and
is hereby entitled to receive this certificate of authority.

This certificate becomes effective 11/1/2019 and expires 10/31/2020
unless revoked for cause prior to that date.

A handwritten signature in black ink, appearing to read "John A. ...".

Director, Extended Employment Sheltered Workshops

A handwritten signature in black ink, reading "Margaret M. Vandever".

Commissioner of Education

WHITE CLOUD ENGINEERING & CONSTRUCTION, INC.

26101 Hallmark Rd., P.O. Box 468; Maryville, MO 64468
PHONE: (660) 582-4111; FAX (660) 582-4115
E-Mail: whiteclcd@unitedsky.net

Brock Pfof, P.E.
Missouri Registration MO-E-22495
Iowa Registration No. 11782

American Society of Civil Engineers
National Society of Professional Engineers
Missouri Society of Professional Engineers
American Water Works Association

Cynthia Adkins
Missouri Department of Corrections
Purchasing Section
2729 Plaza Drive
PO Box 236
Jefferson City, MO 65101

11/11/19

Cynthia,

Enclosed please find our proposal for IFB931Y20708165; Sewer Treatment Operation Services at the Maryville Treatment Center.

Also enclosed for your review are current copies of:

1. White Cloud Engineering & Construction Company's State of Missouri Professional Engineering Corporation license.
2. Donald Brock Pfof's State of Missouri Professional Engineering license.
3. White Cloud Engineering & Construction Company's current Certificate of Good Standing.
4. Randy Fish Missouri Level C Wastewater Treatment Certificate #12458.
5. Current certificates of Liability and Workers Compensation insurance.
6. E-Verify participation page.
7. NOCOMO Industries, Inc Certificate of Authority from Missouri Department of Education.

Sincerely,



Brock Pfof
President
White Cloud Engineering & Construction



1007



65102

U.S. F
PME 1
MARY
64468
NOV 1
AMOU
\$
R2304



**PRIORITY
MAIL
EXPRESS®**



EJ 162 472 008 US

CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE 660, 582-4111

WHITE CLOUD ENGINEERING & CONST.
PO BOX 468
MARYVILLE, MO 64468

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No.

Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

 1-Day 2-Day Military

PO ZIP Code

64468

Scheduled Delivery Date (MM/DD/YY)

11/13/19

Postage

\$ 25.50

Date Accepted (MM/DD/YY)

11/12/19

Scheduled Delivery Time

 10:30 AM 3:00 PM 12 NOON

Insurance Fee

\$

COD Fee

\$

Time Accepted

12:23 AM PM

10:30 AM Delivery Fee

\$

Return Receipt Fee

\$

Live Animal Transportation Fee

\$

Special Handling/Fragile

\$

Sunday/Holiday Premium Fee

\$

Total Postage & Fees

\$ 25.50

Weight

4.2 lbs. ozs.

 Flat Rate

Acceptance Employee Initials

RS

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)

Time

Employee Signature

 AM
 PM

Delivery Attempt (MM/DD/YY)

Time

Employee Signature

 AM
 PM

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) is the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's sole or other secure location without attempting to obtain the addressee's signature on delivery.

Options

 Saturday Delivery (delivered next business day) Sunday/Holiday Delivery Required (additional fee, where available*) 10:30 AM Delivery Required (additional fee, where available*)

*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT)

PHONE ()

MISSOURI DEPARTMENT OF
CORRECTIONS
PURCHASING SECTION PO BOX 236
JEFFERSON CITY, MO

ZIP + 4® (U.S. ADDRESSES ONLY)

65102

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.

■ \$100.00 Insurance included.

PEEL FROM THIS CORNER

LABEL 11-B, MARCH 2019

PSN 7690-02-000-9996

RECEIVED
MO DEPT. OF CORRECTIONS
PURCHASING SECTION
TIME: 10:12am INITIAL: M

IFB 9314 207 08165

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:
Cynthia Adkins
Procurement Officer I
Telephone: (573) 526-6402
cynthia.adkins@doc.mo.gov

IFB931Y20708165

Sewer Treatment Operation Services
FOR

Missouri Department of Corrections
Maryville Treatment Center

Contract Period:
January 1, 2020 through December 31, 2020

Date of Issue: October 18, 2019
Page 1 of 41

Bids Must Be Received No Later Than:

2:00 p.m., Thursday, November 14, 2019

Bids may be submitted electronically through MissouriBUYS only, or a hard-copy 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 vendor 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.

The undersigned hereby declares understanding, agreement, and certification of compliance to provide the items and/or services at the prices stated, pursuant to the requirements and specifications contained herein. The undersigned further agrees that when an authorized official of the Missouri Department of Corrections countersigns this document, a binding contract, as defined herein, shall exist between the contractor and the Missouri Department of Corrections. The authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

Company Name: _____

Address to send POs: _____

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. _____

Alana Boyles, 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 all of its bid solicitation documents on the 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, vendors now have the option of submitting their solicitation response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at:

https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf. (This document is also on the Bid Board referenced above.)

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

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

To respond electronically to a solicitation, the vendor must login to MissouriBUYS, locate the desired solicitation on the Bid Board, and, at a minimum, the vendor must read and accept the Original Solicitation Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original Solicitation Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the solicitation) as an attachment to the electronic solicitation response. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/sites/missouribuys/files/FINALHowToRespondToASolicitation_v2.7.09.16_revised_12.01.18.pdf.

- To ensure software compatibility with the MissouriBUYS system, the vendor should complete attachments using Microsoft Word or Microsoft Excel, or if using a different application for completing attachments, the vendor should save the completed attachment as a PDF document in order to preserve the formatting. A vendor's failure to follow these instructions and instead use a different application or method for completion and submission of attachments could render some of the vendor's bid information in their attachments to be unreadable which could negatively impact the evaluation of the vendor's proposal.
- Vendors are encouraged to submit their entire proposal electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic solicitation response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the solicitation's specified end date and time. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents submitted through mail or courier service.

- In the event a registered vendor electronically submits a solicitation response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

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

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

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

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

END OF INSTRUCTIONS FOR SUBMITTING SOLICITATION RESPONSE

TABLE OF CONTENTS

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

Part One:	Introduction and General Information
Part Two:	Contractual Requirements
Part Three:	Bid Submission Information and Requirements
Exhibit A -	Pricing Page
Exhibit B -	Current/Prior Experience
Exhibit C -	Miscellaneous Information
Exhibit D -	Participation Commitment
Exhibit E -	Documentation of Intent to Participate
Exhibit F -	Missouri Service-Disabled Veteran Business Enterprise Preference
Exhibit G -	Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
Exhibit H -	Missouri Secretary of State/Authorization to Transact Business
	Terms and Conditions
	Attachment 1

Attachment: The vendor is advised that an attachment exists to this document which provides additional requirements, information, and/or instruction.

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.

1.1 Purpose:

- 1.1.1 The Missouri Department of Corrections (referred to hereinafter as Department) is accepting competitive, sealed bids from vendors for the provision of sewer treatment operation services for the Maryville Treatment Center (referred to hereinafter as MTC) in accordance with the requirements and provisions stated herein. The MTC is located at the following address:

Maryville Treatment Center
30227 US Highway 136
Maryville, MO 64468

1.2 Vendor Information:

- 1.2.1 The Department's Purchasing Section has transitioned to the 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 on the "Register" tab.
- a. The vendor shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS.

1.3 Background Information:

- 1.3.1 The MTC is a minimum security 525 bed male substance abuse treatment facility. The MTC includes a sewer treatment plant as part of the facility.
- 1.3.2 A current contract exists for the services being obtained via this IFB. It expires on December 31, 2019. A copy of the contract can be viewed and printed from the State of Missouri's statewide eProcurement System, MissouriBUYS, located on the internet at:
<https://missouribuys.mo.gov/contractboard>.

Please reference contract number CS160818001 when searching for the document.

- 1.3.3 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.

1.4 Tour of Facility:

- 1.4.1 Tours of the facility are available by appointment. To make an appointment for a tour of the facility, please contact Tiffany Chambers, MTC Business Manager, at (660) 582-6542 extension 369 or tiffany.chambers@doc.mo.gov.
- a. A record of those vendors attending the tour will be maintained for verification purposes. The vendor shall be responsible for ensuring their attendance at the tour is documented.
- b. Unless a vendor has specific current knowledge of the facility, the vendor must tour the facility prior to submission of a bid. Specific current knowledge of the facility includes being a current contractor/subcontractor within the facility or providing services within the facility within the past five (5) years.

- 1.4.2 The purpose of the tour is to provide vendors an opportunity to inspect, examine, and assess the facility and to determine any existing conditions and factors of the facility that may affect the performance of the services required herein.
- 1.4.3 **Vendors shall not be allowed to communicate with the employees of the Department concerning this procurement during the competitive and evaluation processes other than during the tour.**
- 1.4.4 Vendors are strongly encouraged to advise the Department, at least five (5) days prior to the scheduled tour of the facility, of any special accommodations needed so that the accommodations can be made.

1.5 Questions Regarding the IFB:

- 1.5.1 It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, (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 vendor's ability to submit a bid.
- a. The vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
 - b. Upon the Department's consideration of questions and issues and if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB addendum(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for an IFB addendum. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal addendum to the IFB. There will be no posted written records of the questions/communications (i.e., formal question/answer document).

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

END OF PART 1: INTRODUCTION AND GENERAL INFORMATION

2. CONTRACTUAL REQUIREMENTS

This section of the IFB includes the contractual requirements and provisions that will 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.

2.1 General Requirements:

- 2.1.1 The contractor shall provide sewer treatment operation services for the Missouri Department of Corrections, Maryville Treatment Center (hereinafter referred to as the Department), located at the following address, in accordance with the provisions and requirements specified herein.

Maryville Treatment Center
30227 US Highway 136
Maryville, MO 64468

- 2.1.2 The contractor must perform all services to the sole satisfaction of the Department.
- 2.1.3 The contractor shall understand and agree that because the contractor was familiar with the facility and the conditions that existed prior to the award of the contract, the contractor shall not be relieved of the performance of the provisions and requirements specified herein.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide a Class C wastewater operator to manage the sewer treatment plant portion of the Department.
- 2.2.2 The contractor shall operate the Department's sewer treatment plant in accordance with the Department of Natural Resources regulation 10 CSR 20-9.020.
- 2.2.3 The contractor shall provide all routine maintenance services specified on **ATTACHMENT 1** regarding the Department's sewer treatment plant.
- a. The contractor shall perform routine maintenance on a set schedule that varies by type of equipment. The set schedule shall be per industry standard and the equipment manufacturer's recommendation.
- 2.2.4 The contractor shall provide all standard testing required by the Department of Natural Resources regulation 10 CSR 20-9.010.
- 2.2.5 The contractor shall use the electrical power of the Department to perform the services as defined herein.

2.3 Additional Requirements:

- 2.3.1 The contractor shall dispose of all sludge in a manner consistent with all applicable rules, regulations, etc. promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services.
- a. When disposing the sludge outside of the State of Missouri, the contractor shall first process the sludge through a transfer station regulated by the Missouri Department of Natural Resources; or
- b. Dispose of the sludge at a government regulated and approved facility for the disposal or recycling of solid waste.

- 2.3.2 Within fifteen (15) days after the issuance of the Notice of Award, the contractor must submit the name and address of the operator and the name, address, and permit number issued by the Department of Natural Resources for each solid waste processing facility and solid waste disposal area which will be used for the purpose of processing or disposing of any sludge collected from any state facility.
- 2.3.3 The contractor shall be responsible for supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- 2.3.4 The contractor or an employee of the contractor, designated as a representative of the contractor (contact person), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the Department regarding the sewer treatment operation services.
- a. Such contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - b. By no later than seven (7) calendar days after the award of the contract, the contractor shall provide the Department with the name, address, and telephone number for the contact person.

2.4 Contractor's Employees

- 2.4.1 The contractor and all of the contractor's employees and agents providing services in any Department institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks every year for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- 2.4.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.4.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.4.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
 - 1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

- 2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.

- 2.4.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.4.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.
- 2.4.7 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.5 Payment and Invoicing Requirements:

- 2.5.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection, and acceptance of the items/services.
- 2.5.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**.
- 2.5.3 If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

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

- 2.5.4 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.
- 2.5.5 If the state purchasing card (Visa) is to be used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the facility within one business day.
- 2.5.6 The contractor's invoice should include any discount for prompt payment as indicated on **EXHIBIT A, Pricing Page**.
- 2.5.7 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.

- 2.5.8 The contractor shall understand and agree the Department reserves the right to make contract payments to the contractor through Electronic Funds Transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update its vendor registration with its ACH-EFT payment information at: <https://MissouriBUYS.mo.gov>. 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.
- 2.5.9 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.**
- 2.5.10 The Department does not pay state or federal sales tax. The Department shall not make additional payments or pay add-on charges.
- 2.5.11 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.

2.6 Other Contractual Requirements:

- 2.6.1 Contract – 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 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.
- 2.6.2 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 state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for 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.
- 2.6.3 Renewal Periods – If the Department exercises the option for renewal, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price quoted for the applicable renewal periods stated on the Pricing Page of the contract.

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

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

2.6.5 Transition:

- a. The contractor shall work with the Department and any person 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.
- b. 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 the Department.

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

- a. The contractor also agrees to hold the Department, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its agencies, employees, and assigns.

2.6.7 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 agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the Department as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the Department is protected as an additional insured.

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

- 2.6.8 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. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the 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. 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.
- a. Pursuant to section 285.530 (1) 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 section 285.530 (1) RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of section 285.530 (1) RSMo and;
 - 2) The direct subcontractor shall not henceforth be in such violation and;
 - 3) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.6.9 Notices – Any written notice to the contractor shall be deemed sufficient when emailed to the contractor at the email address designated in the contract, or to an email address the contractor may have requested in writing, or deposited in the United States mail, postage prepaid and addressed to the contractor at the address designated in the contract, or at an address the contractor may have requested in writing.
- 2.6.10 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the Department. 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.
- 2.6.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.
- 2.6.12 Property of Department - 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.
- 2.6.13 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.

2.6.14 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 facility no later than 30 calendar days after award of the contract.

2.6.15 Hazard Communication Safety Data Sheets and Labeling Requirements - The Department, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and commodities purchased by the State of Missouri be labeled with warning labels, and either contain a safety data sheet with each shipment, or the contractor otherwise shall make available a safety data sheet specific to the product available for downloading from the internet. The contractor shall ensure that the Department is informed about where to find safety data sheets for products under contract. Safety data sheet information must be 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 became 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.

2.7 Criminal Justice Information Systems (CJIS) Security Awareness:

2.7.1 Criminal Justice Information is any information collected by the FBI (Federal Bureau of Investigation), MSHP (Missouri State Highway patrol) and other criminal justice entities and includes personally identifiable information. It includes ALL information viewed directly from state and federal systems and also data obtained from those sources.

- a. All Criminal Justice Information is sensitive information and is privileged.
- b. If the contractor acquires any Criminal Justice Information by virtue of the performance of this contract, regardless of the method of acquisition, the contractor is not authorized to use or disseminate the information in any form.
- c. The contractor must not, at any time, directly or indirectly disclose any Criminal Justice Information learned during the performance of this contract.
- d. Unauthorized access, use, or dissemination of CJIS data is unlawful, and may result in the imposition of administrative sanctions and/or state/federal criminal penalties. If the contractor has information to indicate this has occurred, the contractor must report it to the Department of Corrections.

- e. Misuse of official information is a Class A Misdemeanor. Section 576.050.2 of the Revised Statute of Missouri states, “A person commits the offense of misuse of official information if he or she recklessly obtains or discloses information from the Missouri uniform law enforcement system (MULES) or the National Crime Information Center System (NCIC), or any other criminal justice information sharing system that contains individually identifiable information for private or personal use, or for a purpose other than in connection with their official duties and performance of their job.”

END OF PART 2: CONTRACTUAL REQUIREMENTS

3. BID SUBMISSION INFORMATION AND REQUIREMENTS

This section of the IFB includes information and instructions to the vendor that are integral to vendors offering a bid. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a bid.

3.1 Submission and Evaluation of Bids:

3.1.1 On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor 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 vendor 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(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the solicitation/opportunity (OPP) number, company name, and a contact name on any electronic attachments.
- b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
- c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves its best interest.

3.1.2 Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor 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. Recycled Products - The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the 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.

3.2 Compliance with Terms and Conditions:

3.2.1 The vendor is cautioned when submitting pre-printed terms and conditions or other types of material to make sure such documents do not contain terms and conditions which conflict with those of the IFB. The vendor agrees that in the event of conflict between any of the vendor'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 vendor's bid non-responsive and may remove it from consideration for award.

3.3 Business Compliance:

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

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

3.4 EXHIBIT A, Pricing Page:

3.4.1 The vendor shall submit firm, fixed pricing on **EXHIBIT A, Pricing Page** for the initial contract period and a maximum price for each renewal option. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award of a contract.

3.5 EXHIBIT B, Current/Prior Experience:

3.5.1 The vendor should complete **EXHIBIT F, Current/Prior Experience** with information related to previous and current services/contracts performed by the vendor's organization and any proposed subcontractors which are similar to the requirements of the IFB.

3.5.2 If references for current and/or previous contracts are not identified on **EXHIBIT F, Current/Prior Experience**, the Department may request that the vendor identify one or more references. The Department must receive the reference(s) within twenty-four (24) hours of the request. Failure of the vendor to identify one or more references may result in the bid being rejected.

3.6 EXHIBIT C, Miscellaneous Information:

3.6.1 Vendors who are employees of the State of Missouri, a member of the General Assembly or a statewide Elected official must comply with sections 105.450 to 105.458 RSMo regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please complete the applicable portion of **EXHIBIT C, Miscellaneous Information**.

3.7 EXHIBIT D, Participation Commitment and EXHIBIT E, Documentation of Intent to Participate:

3.7.1 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

- a. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:

- 1) The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
 - 2) The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
 - 3) If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the bid.
 - 4) A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the bid containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of bids for purchases not exceeding ten (10) million dollars.
- b. Where the commitment in the bid exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the bid (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as: $3 \times 2.5 \text{ points} = 7.5$ awarded points. A commitment of five and one-half percent (5.5%) would be calculated as: $5.5 \times 2.5 \text{ points} = 13.75$ awarded points. If, instead of a percentage, a vendor's bid lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment – The vendor must complete **Exhibit D, Participation Commitment**, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the bid is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed **Exhibit E, Documentation of Intent to Participate** Form, or must provide a letter of intent recently signed by the proposed Organization for the Blind or Sheltered Workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

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

- c. The following websites provide information regarding Missouri sheltered workshops:
 - Listing of Missouri Sheltered Workshops:
<http://dese.mo.gov/special-education/sheltered-workshops/directories>
 - Missouri Sheltered Workshop Products/Services Locator:
<http://moworkshops.org/services.html>
- d. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following Internet addresses:
<http://www.lhbindustries.com>
<http://www.alphapointe.org>
- e. Commitment – If the vendor’s bid is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on **EXHIBIT D, Participation Commitment**, shall be interpreted as a contractual requirement.

3.8 EXHIBIT F, Missouri Service Disabled Veteran Business Preference:

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

3.9 EXHIBIT G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization:

- 3.9.1 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:
 - a. 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
 - b. Provide to the Department the documentation required **EXHIBIT G, 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
 - c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the **EXHIBIT G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.
- 3.9.2 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.

3.10 EXHIBIT H, Missouri Secretary of State/Authorization to Transact Business

3.10.1 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. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.2, RSMo. <http://revisor.mo.gov/main/OneSection.aspx?section=351.572>

3.11 Evaluation and Award Process:

3.11.1 Determination of the lowest priced vendor, including consideration of preferences – The vendor with the most points after completing the cost calculations and determining bonus points as specified below is considered the lowest priced vendor.

- a. The objective evaluation of cost shall be based on the firm, fixed prices stated on **EXHIBIT A, Pricing Page** for the original contract period and each renewal period. The initial contract period cost will be calculated by multiplying the firm, fixed price for each line item stated on **EXHIBIT A, Pricing Page** by the quantities provided below and then adding the totals together. A cost for each renewal period will be calculated in the same manner. The total cost of the initial contract period and each renewal period will then be added together to arrive at the total bid price.

Sewer Treatment Plant Operations: 12 months
 Sludge Removal and Disposal: 4 tons

- b. Cost evaluation points shall be determined from the result of the calculations stated above using the following formula:

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

- c. The vendor shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The 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 actual nor anticipated usage.

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

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

3.11.3 Determination of Responsibility and Reliability – The Department shall determine the responsibility and reliability of the lowest responsive vendor.

- a. The Department reserves the right to reject any bid for reasons which may include but not necessarily be limited to:
 - 1) Receipt of any information, from any source, regarding unsatisfactory experience and/or performance of similar services by the vendor or any subcontractor(s) proposed to provide the sewer treatment operation services within the past three (3) years; and/or
 - 2) Inability of the vendor to document performance of sewer treatment operation services within the past three (3) years which are similar to the services required herein, for a period of not less than twelve (12) consecutive months.
- b. If the lowest responsive vendor is determined to not be responsible and reliable, the Department shall conduct a determination of responsibility and reliability for the next lowest responsive vendor.

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

END OF PART 3: BID SUBMISSION INFORMATION AND REQUIREMENTS

EXHIBIT A,
PRICING PAGE

The vendor shall provide firm, fixed prices below for the original contract period and a maximum price for each renewal period for providing sewer treatment operation services in accordance with the provisions and requirements specified herein. Statements such as "percentage of the then-current price" or "consumer price index" are not acceptable. All costs associated with providing sewer treatment operation services shall be included in the stated prices.

Line Item	Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
001	UNSPSC Code: 76121701 Sewer Treatment Plant Operations	\$ _____ Per Month	\$ _____ Per Month	\$ _____ Per Month
002	UNSPSC Code: 76121701 Sludge Removal and Disposal	\$ _____ Per Ton	\$ _____ Per Ton	\$ _____ Per Ton

Terms:

The vendor should state below its discount terms offered for the prompt payment of invoices.

_____ % if paid within _____ days of receipt of invoice.

Website:

The vendor should state website address if online invoicing is available: _____

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

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

Agreement _____

Disagreement _____

**EXHIBIT C,
MISCELLANEOUS INFORMATION**

Employee Bidding/Conflict of Interest

Vendors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the vendor and/or any of the owners of the vendor’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 vendor’s organization:		_____ %

Missouri Department of Natural Resources Landfill Operating Permit Number – The vendor shall state the name, location, permit number, and expiration date of each Solid Waste Processing Facility that the vendor proposes to use:

Name	Location	License Number	Expiration Date

Personnel – Provide a list of employees who will be providing sewer treatment operation services. *(Use additional sheets if necessary)*

1. _____
2. _____
3. _____

**EXHIBIT D,
PARTICIPATION COMMITMENT**

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

Organization for the Blind/Sheltered Workshop Commitment Table		
<ul style="list-style-type: none"> • The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. • The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million. • The vendor may propose more than one organization for the blind/sheltered workshop as part of the vendor’s total committed participation. However, the services performed or products provided must still meet the requirements noted herein. 		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the IFB which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
2.	%	Product/Service(s) proposed: ----- IFB Paragraph References:
Total Blind/Sheltered Workshop Percentage:	%	

EXHIBIT E,
DOCUMENTATION OF INTENT TO PARTICIPATE

If the vendor is proposing to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the IFB, the vendor must either provide this Exhibit or a letter of intent, recently signed by each organization documenting the following information with the vendor's bid.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: _____

This Section To Be Completed by Participating Organization:

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

Indicate appropriate business classification(s):

_____ Organization _____ Sheltered
_____ for the Blind _____ Workshop

Name of Organization: _____

(Name of Organization for the Blind or Sheltered Workshop)

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

Certification # _____

(or attach copy of certification)

Certification Expiration Date: _____

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

Authorized Signature:

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

Date (Dated no
earlier than the IFB
issuance date)

EXHIBIT F,
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

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

STANDARDS:

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

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

If a vendor meets the standards of a qualified SDVE as stated above, and unless previously submitted within the past three (3) years to the Department or to the Office of Administration, Division of Purchasing (OA/Purchasing), the vendor **must** provide the following SDV documents to receive the Missouri SDVE three (3) bonus point preference.

- A copy of the SDV's Certificate of Release or Discharge from Active Duty [DD Form 214], and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or a Department of Defense determination of service connected disability, and
- A completed copy of this exhibit.

(NOTE: The SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service connected disability rating, or Department of Defense determination of service connected disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

EXHIBIT F continued on next page

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

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

- No, I have not previously submitted the SDV documents specified herein to the Department or to the Office of Administration, Division of Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified herein within the past three (3) years to the Department.
- Yes, I previously submitted the SDV documents specified above within the past three (3) years to the Office of Administration, Division of Purchasing.

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 Office of Administration, Division of Purchasing (OA/Purchasing) SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> , then the SDV documents have been submitted to the OA/Purchasing within the past three [3] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, the OA/Purchasing will remove the SDVE and associated SDV from the database.)

FOR STATE USE ONLY	
SDV Documents - Verification Completed By:	
_____ Procurement Officer	_____ Date

**EXHIBIT G,
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.

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

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	
<p>I certify that _____ <u>DOES NOT CURRENTLY MEET</u> 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><input type="checkbox"/> - I am a self-employed individual with no employees; OR</p> <p><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>_____ (Company/Individual Name)</p> <p>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 285.585 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 G continued on next page

EXHIBIT G (continued)

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity Representative's
Name (Please Print)

*Authorized Business Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

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

AND

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

EXHIBIT G continued on next page

EXHIBIT G (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

Authorized Representative's Signature Printed Name

Title Date

E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____ . I am commissioned as a
(DAY) (MONTH, YEAR)

notary public within the County of _____ , State of _____
(NAME OF COUNTY) (NAME OF STATE)

and my commission expires on _____ .
(DATE)

Signature of Notary Date

EXHIBIT G continued on next page

EXHIBIT G (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 _____ **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 vendor’s name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri 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 H,
MISSOURI SECRETARY OF STATE/AUTHORIZATION TO TRANSACT BUSINESS**

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. Vendors must either be registered with the Missouri Secretary of State, or exempt per a specific exemption stated in section 351.572.2, RSMo.
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572>

<p>If the vendor is registered with the Missouri Secretary of State, the vendor shall state legal name or charter number assigned to business entity</p>	<p>Legal Name: _____ Missouri State Charter # _____</p>
<p>If the vendor is not required to be registered with the Missouri Secretary of State, the vendor shall state the specific exemption stated per section 351.572.2, RSMo.</p>	<p>State specific exemption _____ (List section and paragraph number) Stated in section 351.572.2 RSMo, _____ (State Legal Business Name)</p>

**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. **Vendor** 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 vendor 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 vendor 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 vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all 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 vendor 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 vendor 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: Missouri 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 vendor'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 vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the Buyer of Record of the Department, unless the IFB specifically refers the vendor 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 vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors 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. Vendors 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 vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. 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 vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://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 vendor to monitor the Department's website and the MissouriBUYS Statewide eProcurement System to obtain a copy of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors 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. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at the vendor'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 vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. 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 vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the 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 vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their 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 vendors 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 vendor's organization, contain all information required by the IFB, and be priced as required. Vendors 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 vendor 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 vendor 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 vendor 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 vendor 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 vendor. Justification of a withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors 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 vendor of all the IFB terms and conditions. Failure to do so may result in the rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor'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 vendors 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 vendor 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 vendor shall be subject to evaluation if deemed by the Department to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the 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 vendor(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 vendor, 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 vendors 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 vendors 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 vendor, from a vendor'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 vendor. 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. Vendors 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 vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 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 vendor 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 vendor'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.

ATTACHMENT 1

The sewage treatment plant at the Maryville Treatment Center is an extended aeration type system using equipment supplied by AERO-MOD. The operation of the sewage treatment plant would involve the following process.

A. PRELIMINARY TREATMENT

1. A manually cleaned large screen will remove large items from the waste stream.
2. A sewage grinder with an overflow channel will break down food particles for passage through the system.
3. A 2,500 gallon oil/water separator will remove excess grease and allow removal of heavy grit particles.

B. SECONDARY TREATMENT

1. A 20,000 gallon aerated flow equalization basin will level the incoming peak flows.
2. A flow splitter box directs flow through parallel process trains.
3. Selector tanks mix influent flow with supernatant from the digester tank and return activated sludge from the clarifiers.
4. 17 feet deep aeration tanks allow adequate oxygen transfer.
5. Clarifiers allow adequate settling.
6. A digester tank produces sludge adequate for the sludge dewatering system.

C. EFFLUENT OPERATIONS

1. Flow monitoring and sampling equipment will monitor flows through a Parshall flume with an ultrasonic flow meter. Water quality will be monitored with a composite sampler.
2. A 5 foot diameter, 13 foot deep wetwell will collect the effluent in preparation for pumping.
3. Two (2) submersible 4 horsepower pumps will move the effluent from the wetwell to the force main.
4. A 4 inch PVC force main will convey the effluent approximately 4,200 feet along Highway 146 to the 102 River.
5. A discharge structure will allow some oxygen contact as the effluent cascades 10-12 vertical feet to the 102 River elevation. The discharge structure is on the East bank of the 102 River, upstream of Highway 136 and downstream of Maryville's water treatment facility.

ATTACHMENT 1 continued on next page

ATTACHMENT 1 (continued)

D. SLUDGE

1. A DRAIMAD sludge dewatering system (6 bag capacity) will convert 1.5% concentration sludge to 12% concentration.
2. Bags will be placed outside on pallets to convert 12% concentration sludge to approximately 50% concentration.
3. Bags with approximately 50% concentration will be hauled to an approved sanitary landfill by a licensed special waste hauler.

E. OTHER ITEMS

Heated Building – The DRAIMAD sludge dewatering system and the positive displacement blowers are located within a heated 18' X 32' metal building. This building allows adequate access to all equipment and is laid out in such a way as to incorporate the flow monitoring and sampling station. The blowers themselves produce a lot of heat but a small space heater is installed to ensure that the sludge dewatering system does not freeze. The building also has a ½ horsepower sump pump to discharge water from the DRAIMAD system to the wastewater treatment plant.

F. STAFF CERTIFICATIONS

Complexity of the wastewater treatment plant determines the certification required. The Maryville Treatment Center facility will require an operator with a wastewater treatment operator's license of "Class C". The following items apply to the Maryville Treatment Center facility.

1. Population Equivalent

Flow = 65,625 gallons per day
 BODS = mg/l

BODs Conversion = (320 mg/l) (65,625 gal/day)
 = (3.785 l/gal) (2.205 x 10lb/mg)
 175 pounds BODs/day

Population Equivalent = $\frac{175\text{lb/day}}{0.17\text{ lb/capita/day}}$ = 1030 PE

2. Design Flow

Flow = 65,625 gal/day
 = .065625 MGD

3. Stream Discharge Discharge to 102 River

4. Preliminary Treatment Screening and/or comminution

ATTACHMENT 1 (continued)

5. Grit Removal
6. Plant Plumbing of Main Flow
7. Activated Sludge with Secondary Clarifiers
8. Solid Handling, Thickening
9. Push-Button or Visual Methods for Simple Tests such as pH settleable solids

G. SLUDGE HANDLING AND DISPOSAL

1. Equipment - DRAIMAD (as manufactured by Resi-Tech, Inc. and Aero-Mod Affiliate) requires an injection of polymer into the sludge stream. The sludge stream is then diverted into disposal bags for gravity dewatering. The full bags of sludge may be stacked outside on pallets to produce sludge with nearly 50% solids. The dewatered bags will then need to be collected on a regular basis and hauled to an approved sanitary landfill by a certified special waste hauler.
2. Sludge – Design of sludge facilities at the Maryville Treatment Center facility is based on the following criteria:

Per capita Sludge Generated	=	0.10 lbs/day/PE
Population Equivalent (PE)	=	1030
Total Waste Generated/Day	=	103lbs
Estimated Sludge Concentration	=	1.5% solids
Estimated Sludge Volume	=	825 gallons
DRAIMAD Bags/Day	=	4.8 bags
Landfill Weight/Bag	=	47 lbs