



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

October 2, 2012

CONTRACT TITLE: Recycling Services – Cole County

CURRENT CONTRACT PERIOD: November 1, 2012 through January 31, 2013

Recycling Coordinator : Robert Didriksen

Phone: 573/751-3384

Fax: 573/526-9815

Email address: Robert.didriksen@oa.mo.gov

Buyer Name: Leslie Kemna

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RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	11/01/07 thru 10/31/08	January 31, 2013

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C307186001	4302677900 0	Federal Recycling 2730 W Main Street Jefferson City MO 65109 Phone: (573) 636-5828 Fax: (573) 634-5450 Email: kendrakemp@federalinternational.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
11/01/12 thru 01/31/13	10/02/12	Extended contract thru January 31, 2013
11/01/11 thru 10/31/12	01/05/12	Renewal
11/01/10 thru 10/31/11	11/18/10	Renewal
11/01/09 thru 10/31/10	09/02/10	Changed Buyer Information on page one and changed vendor name, vendor address, vendor number and contact information for Contract C307186001 due to an Assignment of Contract (Amendment #005). New vendor name is Federal Recycling (V# 4302677900).
11/01/09 thru 10/31/10	12/23/09	Renewal
11/01/08 thru 10/31/09	02/27/09	Pricing adjustments made.
11/01/08 thru 10/31/09	08/28/08	Renewal and Changed Buyer Information on page one.
11/01/07 thru 10/31/08	10/30/07	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES

1. Any agency desiring to recycle collections of mixed office paper, corrugated cardboard or aluminum, should contact the Recycling Coordinator, as stated on page one to implement service. In addition, if an agency encounters any problems regarding quality of service or collection time, send your complaint, in writing, to the Recycling Coordinator as stated on page one.

2. State Agencies are encouraged to complete the customer survey attached to the end of the statewide notice regarding the contract and contract performance.
 - 2.1 The customer survey may be used to submit documentation regarding contractor performance.

CONTRACT PRICING

	Type of Recycled Material And Publication used for Market Price Determination	Price paid shall be Over or Under The Published Market Price	Firm Fixed Payment to State Recycling Office
001	<u>Mixed Office Paper</u> – As Published in the “Official Board Markets The Yellow Sheet” section for the Chicago market. (C/S Code: 92660)	Over	\$60.00 per ton collected
002	<u>Corrugated Baled Cardboard</u> – As Published in the “Official Board Markets The Yellow Sheet” section for the Chicago market. (C/S Code: 92660)	Under	\$12.50 per ton collected
003	<u>Aluminum</u> (C/S Code: 92662)		\$0.30 per pound collected

The Division of Purchasing and Materials Management has awarded C307186001 in accordance with the following requirements.

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall collect and recycle the recyclable materials listed below for the Office of Administration, Division of Purchasing and Materials Management, State Recycling Program (hereinafter referred to as the *state agency*) in accordance with the provisions and requirements stated herein. For purposes of this document, the contractor shall agree that the following definitions shall apply and that the following items shall be referred to as *recyclable material*.
- a. Mixed Office Paper shall be defined to include any or all items listed on Attachment #1.
 - b. Corrugated Cardboard shall be defined to be primarily corrugated cardboard boxes that are both baled and loose.
 - c. Aluminum shall be defined to be primarily cans, but may also include aluminum plates from the State Printing Office.
 - d. Plastic Bottles shall be defined to be primarily PETE#1 (Polyethylene Terephthalate) and HDPE#2 (High Density Polyethylene).
- 1.1.2 The contractor shall provide recycling services for State of Missouri offices/buildings located in Cole County. Attachment 2 contains information on most, but not necessarily all, of the State of Missouri offices and buildings located in Cole County.
- 1.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to, at its own discretion, obtain alternate services elsewhere.
- 1.1.4 The contractor shall agree and understand that the State of Missouri's Recycling Coordinator shall be responsible for providing oversight and facilitating the state recycling collection, waste reduction and recycled product procurement.
- a. Each State of Missouri office/building will appoint a Recycling Monitor who shall be the single contact person for that particular state office/building. The Recycling Monitor will share oversight responsibilities as designees of the State.
- 1.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide Recycling Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no responsibility due the contractor by such governmental entities. The contractor shall submit payments to each participating governmental entity.
- 1.1.6 The contractor shall perform all services to the sole satisfaction of the state agency as specified herein. The contractor shall understand that the Recycling Coordinator/state agency or Recycling Monitor shall, at any time throughout the contract, accompany the contractor during any collection, hauling/transporting, or recycling process being conducted by the contractor. The contractor shall not restrict or in any way limit the state agency's right or ability to oversee any and all services provided by the contractor.

- 1.2 Performance Requirements – Mixed Office Paper:** The contractor shall 1) supply 90 gallon collection receptacles for the collection of mixed office paper, 2) collect and empty all receptacles and any other container/packaging of mixed office paper, and 3) recycle the collections.
- 1.2.1 Collection Receptacles for Mixed Office Paper: By no later than thirty calendar days, the contractor shall place the required number of collection receptacles within the various State of Missouri offices/buildings.
- a. The receptacles shall be ninety (90) gallon containers on wheels, with lids. The contractor must obtain approval from the state agency for each type of receptacle provided.
 - b. The state agency will provide desk-side containers, if determined to be necessary by the state agency.
 - c. The Recycling Coordinator/state agency shall provide the contractor with the requirements regarding the number of receptacles needed. However, for planning purposes, approximately one (1) ninety (90) gallon receptacle is needed for approximately each 25 employees. The estimated number of recycling containers needed for mixed office paper, if known, is identified in Attachment 2.
 - d. The Recycling Monitor of each State of Missouri office/building shall notify the contractor of the exact location/placement for each receptacle within that office/building.
 - e. In addition, the contractor shall agree and understand that as needs change for the various State of Missouri offices/buildings, the Recycling Coordinator/state agency shall notify the contractor of additions, deletions, or changes to the initial requirements for receptacles.
 - f. The contractor shall retain ownership of the contractor-provided receptacles.
- 1.2.2 Content of Collections – The contractor shall agree and understand that each State of Missouri office shall only include mixed office paper in the collections. The Recycling Monitor of each State of Missouri office/building shall instruct state employees in the methods that would ensure the proper sorting of materials. However, the contractor shall understand that the content of the mixed office paper included in the collections shall include all material listed on Attachment #1.
- 1.2.3 Collection for Mixed Office Paper: Immediately after placement of the receptacles in each State of Missouri office/building, the contractor shall begin collecting and emptying the receptacles at each State of Missouri office/building as specified below:
- a. The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection of the mixed office paper on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with the Recycling Coordinator/state agency and the Recycling Monitors in seeking and obtaining the arrangements and methods of collection. The current pickup schedule for collection of mixed office paper, if known, is identified in Attachment 2.
 - 1) Based on the nature of some of the mixed office paper, it is essential that the confidentiality of the material be maintained until recycled. In the event the contractor observes any such records during the course of pick up and recycling, the contractor shall not disclose any information obtained from the records.
 - 2) In addition to emptying and collecting the contents of the receptacles, the contractor shall also collect pallets (such as over-runs on printing jobs) and truckloads (such as truckloads full of outdated forms, etc.) of mixed office paper on an unscheduled basis.
 - b. In order to minimize conflict in the collection schedules between the contractor and the state agency's trash hauler, the Recycling Monitor shall oversee coordination between the contractor and the trash hauler in terms of collection times and dates and the placement of receptacles on the loading dock or other collection location.

- c. The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A listing of the State Holidays can be found at the following website:
<http://www.mo.gov/mo/moholidays.htm>.
- d. Requirements for Collection: For those State of Missouri offices/buildings included in the scheduled collection list, the contractor must collect the mixed office paper according to the written schedule. The actual schedule and pickup locations at each State of Missouri offices/buildings shall be mutually agreed between the contractor and the Recycling Monitor.
 - 1) In the event the 90 gallon containers are not on the dock or some other centralized collection point, the contractor shall transport containers from individual offices within the office/building to the truck.
 - For informational purposes only, this process has historically been required in the Harry S. Truman Building located at 301 West High Street in Jefferson City, Missouri.
 - 2) If unscheduled collections are necessary, the recycling monitor and the contractor shall work together to coordinate the collections.
- e. The contractor must collect and empty the receptacles of mixed office paper even if the content of the receptacles includes prohibited material. In the event a receptacle contains an excessive amount of prohibited material, the contractor must immediately contact the Recycling Coordinator so that the Recycling Coordinator may provide additional training and education to the state employees committing the infraction. Prohibited material shall be items such as food waste, tissues (such as Kleenex), towels (such as paper towels), carbon paper, napkins, metal, aluminum, corrugate paper, glass, plastic, Styrofoam, and food wrappers.
- f. The contractor must collect any bags of shredded material generated by state offices/buildings. The Recycling Coordinator/state agency will work with the contractor to determine the best method of collecting bags of shredded material. For instance, the contractor may prefer to have bags of shred placed next to recycling containers (not inside the recycling containers).
- g. In the event the contractor is not able to make a collection due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall work with the Recycling Monitor and shall be permitted to reschedule such collection(s) for the next reasonable available time.
 - 1) The contractor must contact the Recycling Monitor for the office/building needing rescheduling of the collection(s).

1.2.4 Recycling for Mixed Office Paper:

- a. The contractor shall perform any sorting necessary to the collected material and shall otherwise prepare the collected material for its final destination (end user, processor, or permitted sanitary landfill).
 - 1) If requested by the Recycling Monitor, the contractor shall maintain the confidentiality of specified collected material until destruction.
 - 2) The contractor MUST make every good effort not to dispose of any of the collected mixed office paper in a landfill. However, for those items collected that are not recyclable where disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by the Department of Natural Resources. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

1.3 Performance Requirements – Corrugated Cardboard: The contractor shall 1) provide collection receptacles for loose corrugated cardboard, 2) collect and empty all cardboard, and 3) recycle the collections. Any cardboard that is not baled shall be considered loose corrugated cardboard.

1.3.1 Collection Receptacles for Loose Corrugated Cardboard:

- a. By no later than thirty (30) calendar days, the contractor shall place the number and types of collection receptacles within the various State of Missouri Offices/Buildings as specified on Attachment 5. If Attachment 5 identifies the receptacle as state supplied, the contractor is not required to provide such receptacle.
- b. If the Recycling Coordinator/state agency identifies additional State of Missouri offices/buildings that generate enough corrugated cardboard waste to warrant the collection and recycling of such and if requested by the Recycling Coordinator/state agency and if the contractor is agreeable to providing collection services at such additional offices/buildings, then the Recycling Coordinator/state agency and the contractor shall reach a mutually agreeable arrangement as to which entity the contractor or Recycling Coordinator/state agency will provide additional receptacles at the offices/buildings specified by the Recycling Coordinator/state agency. However, if State of Missouri office/building does not generate enough waste to warrant a 2-cubic yard receptacle, the state agency or contractor may provide a smaller receptacle.

1.3.2 Collection for Corrugated Cardboard (baled and loose): The contractor shall agree and understand that the majority of corrugated cardboard shall be from corrugated boxes. Most of the time, the boxes will be broken down by personnel within the offices/buildings, however, in the event boxes are not broken down, the contractor shall break down the boxes. The Recycling Coordinator/state agency shall instruct state employees in what constitutes corrugated cardboard in order to ensure the proper sorting of materials. The contractor shall collect loose corrugated cardboard from the receptacles and baled cardboard as specified below:

- a. The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection. The contractor shall coordinate and work in good faith with the Recycling Coordinator/state agency and the Recycling Monitors in seeking and obtaining the arrangements and methods of collection.
- b. In order to minimize conflict in the collection schedules between the contractor and the state agency's trash hauler, the Recycling Monitor shall oversee coordination between the contractor and the trash hauler in terms of collection times and dates and placement of receptacles.
- c. The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A listing of the State Holidays can be found at the following website:
<http://www.mo.gov/mo/moholidays.htm>.
- d. The contractor shall collect the corrugated cardboard in receptacles and in bales from a centralized location, such as a dock, and in accordance with the written schedule which will be provided by the Recycling Coordinator/state agency. Such schedule shall be mutually agreed between the contractor and the state agency. In the absence of a written schedule for collection, or in the event that a State of Missouri office/building requires an unscheduled collection, the Recycling Monitor for the State of Missouri office/building needing the collection shall contact the contractor for an unscheduled collection. The contractor must make unscheduled collections by no later than one calendar week after the day of the contact, or on the contractor's next trip in the general area, whichever is sooner, unless other arrangements are agreed to between the contractor and the Recycling Monitor.
 - 1) The current pickup schedule for loose corrugated cardboard is two times per week.
 - 2) Presently baled cardboard is picked up at the Truman Building located at 301 West High Street and the Missouri Highway Patrol Warehouse, located at 1510 East Elm, one time per week.
- e. The contractor must collect the corrugated cardboard even if the content of the receptacles includes prohibited material. In the event that a receptacle contains an excessive amount of prohibited material, the contractor must immediately contact the Recycling Coordinator/state agency so that the Recycling

Coordinator/state agency may provide additional training and education to the state employees committing the infraction. Prohibited material shall be items such as: food waste, tissues (such as Kleenex), towels (such as paper towels), mixed office paper, carbon paper, napkins, metal, aluminum, glass, plastic, Styrofoam, and food wrappers.

- f. In the event that the contractor is not able to make a collection at a particular time or day as required herein due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall be permitted to reschedule such collection(s) for the next reasonable available time.
 - 1) The contractor must contact the Recycling Monitor for the office/building needing rescheduling of the collection(s).

1.3.3 Recycling for Corrugated Cardboard (baled and loose):

- a. The contractor shall perform any sorting necessary to the collected material and shall otherwise prepare the corrugated cardboard for recycling.
- b. The contractor must make every good effort not to dispose of any of the material collected in a landfill. However, in the event that there were items collected that are not recyclable, where disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by the Department of Natural Resources. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

1.4 **Performance Requirements – Aluminum/Plastic Bottles:** The contractor shall (1) collect containers of aluminum/plastic bottles from the dock areas at the State of Missouri offices/buildings, and (2) recycle the collections.

1.4.1 Collection Receptacles for Aluminum/Plastic Bottles: The Recycling Coordinator/state agency will provide the containers for state offices to collect aluminum/plastic bottles.

- a. The Recycling Coordinator/state agency shall retain the ownership of all state agency provided receptacles.

1.4.2 Collection for Aluminum/Plastic Bottles: The contractor shall collect aluminum/plastic bottles from the receptacles as specified below:

- a. The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection. The contractor shall coordinate and work in good faith with the Recycling Coordinator/state agency and the Recycling Monitors in seeking and obtaining the arrangements and methods of collection.
- b. In order to minimize conflict in the collection schedules between the contractor and the state agency's trash hauler, the Recycling Monitor shall oversee coordination between the contractor and the trash hauler in terms of collection times and dates and placement of receptacles.
- c. The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A listing of the State Holidays can be found at the following website:
<http://www.mo.gov/mo/moholidays.htm>.
- d. The contractor shall collect the aluminum/plastic bottles at least once a week based on a schedule that is mutually agreed upon between the contractor and the Recycling Coordinator/state agency. The Recycling Coordinator/state agency will provide a copy of the schedule to the contractor. In the absence of a written schedule for collection, or in the event that a State of Missouri office/building requires an unscheduled collection, the Recycling Monitor for the State of Missouri office/building needing the collection shall contact the contractor for an unscheduled collection.

- 1) The contractor shall make unscheduled collections by no later than one calendar week after the day of the contact, or on the contractor's next trip in the general area, whichever is sooner, unless other arrangements are mutually agreed between the contractor and the Recycling Monitor.
 - 2) The contractor shall understand that types of aluminum other than cans, such as scrap aluminum may need to be collected from certain locations i.e., aluminum plates from a print shop.
- e. The contractor must collect the aluminum/plastic bottles even if the content of the receptacles includes prohibited material. The Recycling Monitor and/or Recycling Coordinator shall instruct state employees in the importance of recycling aluminum/plastic bottles that are empty and the importance of keeping waste separate. However, in the event that a receptacle contains an excessive amount of prohibited material, the contractor must immediately contact the Recycling Coordinator and/or the Recycling Monitor so that they may provide additional training and education to the state employees committing the infraction. Prohibited material shall be items such as: food waste, tissues (such as Kleenex), towels (such as paper towels), mixed office paper, carbon paper, napkins, metal, aluminum, glass, plastic, Styrofoam, and food wrappers.
- f. In the event that the contractor is not able to make a collection at a particular time or day as required herein due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall be permitted to reschedule such collection(s) for the next reasonable available time.
- 1) The contractor must contact the Recycling Monitor for the office/building needing rescheduling of the collection(s).

1.4.3 Recycling for Aluminum/Plastic Bottles:

- a. The contractor shall perform any sorting necessary to the collected material and shall otherwise prepare the aluminum/plastic bottles for recycling.
- b. The contractor must make every good effort not to dispose of any of the material collected in a landfill. However, in the event that there are items collected that are not recyclable, where disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by the Department of Natural Resources. If the landfill is outside the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

1.5 **Financial, Payment, and Reporting Requirements:**

1.5.1 Monthly Report: By no later than the 10th of each month, the contractor shall submit a monthly report to the Recycling Coordinator as specified below:

- a. The monthly report must contain the following information from the recycling collection activities from the prior month:
 - 1) Location of Building
 - 2) Pickup date
 - 3) Weight of Materials collected determined as follows:
 - Mixed Office Paper –calculated for receptacle collections as described in the payment requirements below,
 - Mixed Office Paper collected from pallets and/or Truckloads –Actual Weight
 - Shredded Paper –calculated as described in the payment requirements below,
 - Loose Corrugated Cardboard –After contract award, the Recycling Coordinator and the contractor shall mutually agree upon the weights used for reporting purposes,
 - Baled Corrugated Cardboard –Actual weight,
 - Aluminum –Actual weight,
 - 4) Total for each recyclable material listed above

1.5.2 Payment Requirements: By no later than the 10th of each month following the month the material was collected, the contractor shall make monthly payments to the Recycling Coordinator payable to the State of Missouri, Recycling Program, PO Box 809, Jefferson City, Missouri 65102 for the total amount due based on the weight of the collections made by the contractor determined as follows.

- a. Mixed Office Paper – The contractor shall pay the State of Missouri Recycling Program the total amount due for the weight of mixed office paper collected at the firm, fixed price per ton stated on the pricing page for mixed office paper either over or under the current market price as published in the “Official Board Markets The Yellow Sheet” section for the Chicago Market.
 - 1) In lieu of weighing the recyclable material collected from receptacles for purposes of calculating the total amount due, the contractor and the Recycling Coordinator shall agree that the following average weights shall apply:
 - The average weight of mixed office paper in a 90 gallon receptacle shall be 216 pounds,
 - The average weight of shredded mixed office paper in a bag shall be 20 pounds, and
 - The average weight of a box of mixed office paper shall be 25 pounds.
 - 2) The contractor shall pay the State of Missouri Recycling Program the total amount due for actual weight of mixed office paper collected from pallets and/or truckloads at the firm, fixed price per ton for mixed office paper either over or under the current market price as published in the “Official Board Markets The Yellow Sheet” section for the Chicago Market.
 - 3) With each payment, the contractor must indicate the market price as published in the “Official Board Markets The Yellow Sheet” section for the Chicago Market. Pricing must be obtained from a yellow sheet that was published in the same month and year that the recyclable material was collected.
- b. Corrugated Cardboard –The contractor shall pay the State of Missouri Recycling Program the total amount due for actual weight of baled corrugated cardboard collected at the firm, fixed price per ton for corrugated baled cardboard either over or under the current market price as published in the “Official Board Markets The Yellow Sheet” section for the Chicago Market.
 - 1) With each payment, the contractor must indicate the market price as published in the “Official Board Markets The Yellow Sheet” section for the Chicago Market. Pricing must be obtained from a yellow sheet that was published in the same month and year that the recyclable material was collected.
 - 2) Payment for loose cardboard is not required.
- c. Aluminum/Plastic Bottles – The contractor shall pay the State of Missouri Recycling Program the total amount due for the actual weight of aluminum collected at the firm fixed price per pound specified on the pricing page.
 - 1) Payment for plastic bottles is not required.
- d. In the event that market prices or conditions are drastically altered during the effective period of the contract, the contractor may request a modification to the firm, fixed price stated on the Pricing Page.
 - 1) With such request, the contractor must provide proof of market change and must demonstrate how such change negatively affects the contractor’s ability to perform in accordance with the contract.
 - 2) However, the contractor shall agree and understand that any such request must be approved by the Recycling Coordinator/state agency and must be processed by the Division of Purchasing and Materials Management as a formal amendment to the contract in order for it to be effective.
 - 3) The decision by the Division of Purchasing and Material Management shall be final and without recourse.

1.5.3 The contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. **The State of Missouri shall not make any payments or reimbursements to the contractor for any materials, equipment, or services provided.**

1.5.4 Liquidated Damages: The contractor shall agree and understand that the provision of the recycling services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements), the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to submit the monthly payments within the ten (10) days, the contractor shall be assessed liquidated damages in the amount of \$10.00 for each twenty-four (24) hour period thereafter in which the payment for the mixed office paper is not submitted and \$5.00 for each twenty-four (24) hour period thereafter in which the payment for the corrugated cardboard or aluminum/plastic bottles is not submitted.
- b. The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the state agency. The contractor shall make all required liquidated damage payments to the state agency at the time of submission of the monthly report.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- e. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

1.5.5 Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:

- a. Requiring additional, more detailed financial reports or other documentation;
- b. Additional contract monitoring;
- c. Requiring the contractor to obtain technical or management assistance; and/or
- d. Establishing additional prior approvals from the state agency.

1.5.6 Dishonesty Bond - The contractor must have and maintain a Dishonesty Bond in a minimum amount of 1,000.00.

- a. The bond shall cover the State of Missouri as additional insured.
- b. The bond shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's employees, acting alone or in collusion with others by virtue of his/her position or employment during the contract period.
- c. No later than twenty (20) days after notification of award of the contract, the contractor must submit the bond and proof of such coverage to the state agency Recycling Coordinator.

1.6 Other Contractual Requirements:

1.6.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO

response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

1.6.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

1.6.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

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

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

1.6.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
- 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.

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

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

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

1.6.8 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 State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

1.6.9 Authorized Personnel - The contractor understands and agrees that by signing the RFP, the contractor certifies the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
 - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 1.6.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees 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; cost (including attorney fees); and damage of any kind related to such matters.
- 1.6.11 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. 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 state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.6.12 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.6.13 Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

1.6.14 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 state agency no later than 30 calendar days after award of the contract.

ATTACHMENT 1

Mixed Office Paper

The following materials shall be considered acceptable for Mixed Office Paper pursuant to the requirements of this document.

White and Colored Paper and cardstock (All grades and colors), including, but not limited to:	<ul style="list-style-type: none"> • Copier paper • Computer Paper • Fax paper • Ledger paper • Card Stock • NCR forms (carbonless) • Road maps
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	<ul style="list-style-type: none"> • Regular 10# • Window • Kraft (brown) • White
Miscellaneous types of paper including, but not limited to:	<ul style="list-style-type: none"> • Adding Machine Tape • Post-it notes • File Folders (Manilla) • Hanging File Folders • Copier paper (Ream) Wrappers
Shredded Paper	<ul style="list-style-type: none"> • May be in bags
Confidential materials	<ul style="list-style-type: none"> • Boxed and marked as confidential
Newsprint Paper and Publications, including, but not limited to:	<ul style="list-style-type: none"> • Newspapers • City Telephone Books • State Telephone Books
Books or Bound materials, regardless of quality of paper or type of binding	<ul style="list-style-type: none"> • MO. State Statute Books and Revisions
Glossy and Coated Paper, including, but not limited to:	<ul style="list-style-type: none"> • Magazines • Catalogs • Junk Mail • Sales Literature & brochures • Calendars • Publications
Non-paper items, including, but not limited to:	<ul style="list-style-type: none"> • Paper clips • Staples • Spiral and GBC (Plastic Comb) Bindings • Paper clips • Rubber bands

Unacceptable Items Include: Blue Prints, Carbon Paper, Corrugated Cardboard, Food waste, Styrofoam, Tissues/Towels, and Tyvek Envelopes

Customer Survey
Recycling Services-Cole County

Please complete this customer survey to advise of any comments, suggestions, and/or improvements to the recycling service contract and/or notice of award. In addition, complete the survey regarding contractor performance. The Division of Purchasing and Materials Management will use this information to improve the contract and/or notice of award. In addition, this office will use this information to monitor contractor performance.

RECYCLING SERVICE CONTRACT	
1.	Contract meets your needs. Yes ___ No___ (If no, provide comments below.) Comments:
2.	Contract included services required by your state agency. Yes ___ No ___ (If no, provide comments below.) Comments:
3.	Other:

NOTICE OF AWARD	
1.	Notice of Award meets your needs. Yes ___ No___ (If no, provide comments below.) Comments:
2.	Notice of Award was easy to understand and locate information. Yes ___ No ___ (If no, provide suggestions for improvement below) Comments:
3.	Sample Document was easy to understand and use. Yes ___ No ___ (If no, provide suggestions for improvement below)
4.	Other:

Customer Survey
Recycling Services-Cole County
(continued)

CONTRACTOR INFORMATION

Contract Number: C307186001

Contractor Name: Missouri Recycling Company

1. Service provided as requested. Yes ___ No ___ (If no, provide comments below.)

Comments:

2. Serviced provided by qualified individuals. Yes ___ No. (If no, provide comments below.)

Comments:

3. Responsiveness of contractor to inquires.

Comments:

4. Problems with the contractor and problem resolution. Comments:

5. Contractor courtesy. Comments:

6. Overall experience with contractor. Comments:

RESPONDENT INFORMATION

State Agency: _____

Prepared by: _____

Address: _____

Title: _____

Phone: _____

E-mail: _____

Copy and complete this survey and return via fax to 573-526-9817, via e-mail to the address indicated on page one, or mail to Division of Purchasing and Materials Management, Harry S Truman Building, 301 West High, Room 630, Jefferson City, Missouri 65101.

Thank you for taking time to complete this survey.