



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

January 14, 2016

CONTRACT TITLE: Recycling Services – Jefferson City/Cole County

CURRENT CONTRACT PERIOD: February 1, 2016 through January 31, 2017

Recycling Coordinator : Robert Didriksen
Phone: 573/751-3384
Fax: 573/526-9815
Email address: Robert.didriksen@oa.mo.gov

Buyer Name: Molly Hurt
Phone: 573/751-8900
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RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	February 1, 2013 through January 31, 2014	January 31, 2017

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.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

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

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C313019001	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
02/01/16 – 01/31/17	01/14/16	Renewal and updated the Buyer Information on page one.
02/01/15 – 01/31/16	04/22/15	Changed the Buyer Information on page one from Kyle Wilde to Molly Berkbigler.
02/01/15 – 01/31/16	12/03/14	Renewal and changed Buyer Information on Page One from Leslie Kemna to Kyle Wilde.
02/01/14 – 01/31/15	12/31/13	Renewal
02/01/13 – 01/31/14	01/30/13	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	Firm Fixed Percentage to State Recycling Office
001	<u>Mixed Office Paper</u> – As Published in the “PPI Pulp & Paper Week”, Mixed Paper, Midwest Market (C/S Code: 92660)	120% per ton collected
002	<u>Corrugated Baled Cardboard</u> – As Published in the “PPI Pulp & Paper Week”, Brown Grades, OCC (11), Midwest Market (C/S Code: 92660)	85% per ton collected
003	<u>Aluminum</u> (C/S Code: 92660)	\$0.06 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 (hereinafter referred to as “recycling services”) listed below on behalf of the Office of Administration, Division of Purchasing and Materials Management, State Recycling Program 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 collectively, the following items shall be referred to as *recyclable materials*.
- a. **Mixed 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).
 - e. **Steel Cans** shall be defined to be primarily from food containers such as soup and vegetables.
- 1.1.2 The contractor shall provide recycling services for State of Missouri offices and buildings located in Cole County and Jefferson City. 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 obtain alternate services elsewhere.
- a. For purposes of this contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a Department of Missouri State Government.
- 1.1.4 The contractor shall agree and understand that the State of Missouri’s Recycling Coordinator shall provide oversight and facilitate the state recycling collection.
- a. Each State of Missouri office or building will appoint a Recycling Monitor who shall be the single contact person for that particular state office or building. The Recycling Monitor shall share oversight responsibilities as designees of the state agency.
- 1.1.5 Within ten (10) calendar days after the issuance of the Notice of Award, the contractor will be provided with the Recycling Coordinator’s contact information.
- 1.1.6 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 (section 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 financial responsibility for any payments due the contractor by such governmental entities.

- 1.1.7 The contractor shall perform all services to the sole satisfaction of the state agency as specified herein. The contractor shall understand that the state Recycling Coordinator or Recycling Monitor shall, at any time throughout the contract, accompany the contractor during any collection 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.
- 1.1.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 1.2 Performance Requirements – Mixed Paper:** The contractor shall: 1) supply receptacles for the collection of mixed paper, 2) collect and empty all receptacles and any other packaging or pallets of mixed paper, and 3) recycle the collections.
- 1.2.1 Collection Receptacles for Mixed Paper: By no later than thirty (30) calendar days after the issuance of the Notice of Award, the contractor shall place the required number of collection receptacles within the various State of Missouri offices and buildings.
- a. The receptacles shall be approximately 96 gallons on wheels, with lids. The contractor must obtain approval from the state agency for each type of receptacle provided prior to placing in the office or building.
 - b. For planning purposes, approximately one (1) receptacle is needed for approximately each 25 employees. The estimated number of recycling receptacles needed for mixed paper is identified in Attachment #2.
 - c. The Recycling Monitor of each State of Missouri office or building shall notify the contractor of the exact location/placement for each receptacle within the Recycling Monitor's respective office or building.
 - d. The contractor shall agree and understand that as needs change for the various State of Missouri offices or buildings, the Recycling Coordinator shall notify the contractor of additions, deletions, or changes to the initial requirements for receptacles and the contractor shall make the requested additions, deletions, or changes.
 - e. The contractor shall retain ownership of the contractor-provided receptacles.
- 1.2.2 Collection of Pallets of Mixed Paper: The contractor shall collect pallets of mixed paper as required by the state agency.
- 1.2.3 Content of Collections: The contractor shall agree and understand that each State of Missouri office or building shall only include mixed paper in the collections. The Recycling Monitor of each State of Missouri office or building shall instruct State of Missouri personnel in the methods that will ensure the proper separation of materials. However, the contractor shall understand that the content of the mixed paper included in the collections shall include all material listed on Attachment #1.
- 1.2.4 Collection for Mixed Paper: Immediately after placement of the receptacles by the contractor in each State of Missouri office and building, the contractor shall begin collecting and emptying the receptacles at each State of Missouri office and building as specified below:
- a. The contractor shall perform all collections during normal office or building hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. A listing of the Official State Holidays can be found at the following website: <http://oa.mo.gov/pers/StateHolidays.htm>.
 - 1) The contractor shall collect mixed paper from the State of Missouri offices and buildings indicated on Attachment #2. The actual schedule and pickup locations at each State of Missouri office or building shall be mutually agreed upon by the contractor and the applicable Recycling Monitor.
 - b. The contractor shall understand and agree that the state agency requires flexibility in the arrangements and methods for the collection of the mixed paper on an office-to-office/building-to-building 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 estimated number of pickups each week for each State of Missouri office or building for collection of mixed paper, if known, is identified in Attachment #2.

- 1) Based on the nature of some of the mixed paper, it is essential that the confidentiality of the material be maintained until recycled. In the event the contractor observes any confidential records during the course of the pick-up and recycling, the contractor shall not disclose any information obtained from the confidential records.
 - 2) In addition to emptying and collecting the contents of the receptacles, the contractor shall also collect boxes of mixed paper and pallets (such as over-runs on printing jobs) of mixed paper on an unscheduled basis as requested by the Recycling Monitor.
- c. The contractor must collect and empty the receptacles of mixed 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 Recycling Monitor. Prohibited material shall be items such as food waste, tissues (such as Kleenex), towels (such as paper towels), carbon paper, napkins, metal, aluminum, corrugated paper, plastic, Styrofoam, and food wrappers.
- 1) In the event the receptacles are not put on the dock, or some other centralized collection point, by the state agency, the contractor shall transport receptacles from individual offices within the State of Missouri office or building.
 - For informational purposes only, this process has historically been required in the Harry S. Truman State Office Building located at 301 West High Street, Jefferson City, Missouri.
 - 2) If unscheduled collections are necessary, the Recycling Monitor and the contractor shall work together to coordinate the collections.
- d. The contractor must collect any bags of shredded material generated by State of Missouri offices and buildings. The Recycling Coordinator or 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 shredded material placed next to recycling receptacles (not inside the recycling receptacles).
- e. 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.
- 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 cause beyond the control of, and without the fault or negligence of the contractor, the contractor shall contact the Recycling Monitor to re-schedule such collection(s).
- 1.2.5 **Processing of Mixed Paper:** The contractor shall perform any sorting necessary to the collected mixed paper and shall otherwise prepare the collected mixed paper for its final destination (i.e. end user, processor, or permitted sanitary landfill).
- a. The contractor must make every good effort not to dispose of any of the collected mixed 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 2-cubic yard, 4- cubic yard, or 6-cubic yard collection receptacles for loose corrugated cardboard, as specified on Attachment #3, 2)

collect and empty all cardboard, and 3) recycle the collections. Any cardboard that is not baled shall be considered loose corrugated cardboard.

- a. By no later than thirty (30) calendar days after the issuance of the Notice of Award, the contractor shall place the number and size of collection receptacles at various State of Missouri offices and buildings as specified on Attachment #3. If Attachment #3 identifies the receptacle as “state supplied”, the contractor is not required to provide such receptacle.
- b. At the discretion of the Recycling Coordinator, if the State of Missouri office or building does not warrant a 2-cubic yard receptacle, the state agency or contractor may provide a smaller receptacle.
- c. The contractor shall retain ownership of all receptacles provided by the contractor for collection of corrugated cardboard.
- d. If requested by the Recycling Coordinator, the contractor shall provide collection services and receptacles for additional state agencies.

1.3.1 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 state agency personnel; however, in the event boxes are not broken down, the contractor shall break down the boxes. The contractor shall collect loose corrugated cardboard from the receptacles and baled cardboard as specified below:

- a. The contractor shall perform all collection during normal State of Missouri office hours, which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. A listing of State holidays can be found at the following website: <http://oa.mo.gov/pers/StateHolidays.htm>.
- b. 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 state agency and the Recycling Monitor in seeking and obtaining the arrangements and methods of collection.
- c. The contractor shall coordinate the collection schedule with the Recycling Monitor or state agency.
- d. The contractor shall collect the corrugated cardboard in collection receptacles and in bales from a centralized location, such as a dock, and in accordance with the schedule mutually agreed upon by 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 or building requires an unscheduled collection, the Recycling Monitor for the State of Missouri office or building requiring the collection shall contact the contractor for an unscheduled collection. The contractor must make unscheduled collections by no later than one (1) calendar week after the contact by the Recycling Monitor.
- 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 or state agency so that the Recycling Coordinator or state agency may provide additional training and education to the state employees committing the infraction. Prohibited materials shall be items such as: food waste, tissues (such as Kleenex), towels (such as paper towels), mixed 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 cause beyond the control of, and without the fault or negligence of the contractor, the contractor shall contact the Recycling Monitor to re-schedule such collection(s).

1.3.2 Processing of Corrugated Cardboard (baled and loose):

- a. The contractor shall perform any sorting necessary to the collected material to prepare the corrugated cardboard for recycling.

- b. The contractor must make every good effort not to dispose of any 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 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, and Steel Cans: The contractor shall (1) collect receptacles of commingled aluminum, plastic bottles, and steel cans from the dock areas at the State of Missouri offices or buildings and (2) process the collection.

1.4.1 Collection Receptacles for Aluminum, Plastic Bottles, and Steel Cans: The Recycling Coordinator or state agency will provide receptacles that are approximately 96 gallons for state offices to collect aluminum, plastic bottles, and steel cans.

- a. The state agency shall retain ownership of all state agency provided receptacles.

1.4.2 Collection for Aluminum, Plastic Bottles, and Steel Cans: The contractor shall collect aluminum, plastic bottles, and steel cans from the receptacles as specified below:

- a. The contractor shall perform all collection during normal State of Missouri office hours, which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. A listing of State holidays can be found at the following website: <http://oa.mo.gov/pers/StateHolidays.htm>.
- b. 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 state agency and the Recycling Monitor in seeking and obtaining the arrangements and methods of collection.
- c. The contractor shall coordinate the collection schedule with the state agency.
- d. The contractor shall collect the aluminum, plastic bottles, and steel cans at least once a week based on a schedule that is mutually agreed upon 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 or building requires an unscheduled collection, the Recycling Monitor for the State of Missouri office or building requiring the collection shall contact the contractor for an unscheduled collection. The contractor must make unscheduled collections by no later than one (1) calendar week after the contact by the Recycling Monitor.
 - 1) 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, and steel cans even if the content of the receptacles includes prohibited material. The Recycling Monitor or Recycling Coordinator shall instruct state employees in the importance of recycling aluminum, plastic bottles, and steel cans 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 so that the Recycling Coordinator may provide additional training and education to the state employees committing the infraction. Prohibited materials shall be items such as: food waste, tissues (such as Kleenex), towels (such as paper towels), mixed paper, carbon paper, napkins, glass, 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 cause beyond the control of, and without the fault or negligence of the contractor, the contractor shall contact the Recycling Monitor to re-schedule such collection(s).

1.4.3 Processing of Aluminum, Plastic Bottles, and Steel Cans:

- a. The contractor shall perform any sorting necessary to the collected material to prepare the aluminum, plastic bottles, and steel cans 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 Reporting, Financial, and Payment Requirements:

1.5.1 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.

1.5.2 Monthly Report: By no later than the 10th of each month, the contractor shall submit a monthly report to the Recycling Coordinator. The report must include the following information from the recycling collection activities from the prior month. A sample of the monthly report is included as Attachment #4. A summary of information to report is provided in Attachment #5.

- a. Location of state office/building
- b. Pickup date
- c. Weight of materials collected determined as follows:
 - 1) Mixed Paper – calculated for collection of receptacles, shredded mixed paper in a bag, and boxes of mixed paper as described in the payment requirements below
 - 2) Mixed Paper collected from pallets – actual weight
 - 3) Loose Corrugated Cardboard – report the number of cubic yards collected from each State of Missouri office and building
 - 4) Baled Corrugated Cardboard – actual weight
 - 5) Aluminum, Plastic Bottles, and Steel Cans – report number of receptacles of commingled aluminum, plastic bottles, and steel cans collected from each location
- d. Total for each recyclable material listed above

1.5.3 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 Paper – The contractor shall pay the State of Missouri Recycling Program the total amount due for the weight of mixed paper collected at the firm, fixed percentage per ton stated on the Pricing Page based on the highest price of the range of prices for mixed paper as published in the “PPI Pulp & Paper Week”, Mixed Paper, Midwest Market. The weight of mixed paper collected shall be determined as specified below:
 - 1) In lieu of weighing the recyclable material collected from receptacles for purposes of calculating the total amount due, the contractor shall agree that the following average weights shall apply and must be utilized for making payments:

- The average weight of mixed paper in a receptacle shall be 216 pounds,
 - The average weight of shredded mixed paper in a bag shall be 20 pounds, and
 - The average weight of a box of mixed paper shall be 25 pounds.
- 2) The total amount due for actual weight of mixed paper collected from pallets.
- 3) With each payment, the contractor must indicate the highest price of the range market prices as published in the “PPI Pulp & Paper Week”, Mixed Paper, Midwest Market. Pricing must be obtained from a PPI Pulp & Paper Week 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 percentage per ton based on the highest price of the range of prices for corrugated cardboard as published in the “PPI Pulp & Paper Week”, Brown Grades, OCC (11), Midwest Market.
- 1) With each payment, the contractor must indicate the highest price of the range market prices as published in the “PPI Pulp & Paper Week”, Midwest Market. Pricing must be obtained from a “PPI Pulp & Paper Week” that was published in the same month and year that the recyclable material was collected.
- 2) Payment for loose cardboard is not required. However, the contractor must report the amount of loose cardboard collected which will be estimated at 100 pounds per cubic yard. The contractor must visually estimate the number of cubic yards of loose cardboard collected at each State of Missouri office and building.
- c. Aluminum, Plastic Bottles, and Steel Cans:
- 1) In lieu of weighing the receptacles of commingled aluminum, plastic bottles, and steel cans or in lieu of weighing the actual amount of aluminum collected, the contractor shall pay the State of Missouri Recycling Program for the aluminum collected at the firm, fixed price per pound specified on the Pricing Page and using a weight of 8.3 pounds of aluminum per receptacle. The contractor shall understand and agree that the following average weights were utilized to arrive at the weight of 8.3 pounds of aluminum per receptacle, which the contractor must use for making payments to the State of Missouri Recycling Program:
- The average weight of each commingled receptacle of aluminum, plastic bottles, and steel cans is 16.3 pounds.
 - Of the 16.3 pounds, the average weight of plastic bottles and steel cans is estimated at 8 pounds and the average weight of aluminum is 8.3 pounds.
 - In the event the average weight changes, the contractor shall agree and understand that the Recycling Coordinator reserves the right to modify the average weight of aluminum after providing the contractor with documentation supporting the new figure. The modification to the average weight of aluminum shall be processed by the Division of Purchasing and Materials Management as a formal amendment to the contract.
- 2) In the event that the market prices or conditions for aluminum are drastically altered during the effective period of the contract, the contractor may request a modification to the firm, fixed price for aluminum stated on the Pricing page.
- With such request, the contractor must provide proof of a market change and must demonstrate how such change negatively affects the contractor’s ability to perform in accordance with the contract.

- However, the contractor shall agree and understand that any such request must be approved and processed by the Division of Purchasing and Materials Management as a formal amendment to the contract in order for the request to be effective.
- The decision by the Division of Purchasing and Materials Management shall be final and without recourse.

1.5.4 The State of Missouri shall not make any payments or reimbursements to the contractor for any materials, equipment, or services provided.

1.5.5 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 of Missouri. 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 by the 10th of each month, 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 paper is not submitted and \$5.00 for each twenty-four (24) hour period thereafter in which the payment for the baled corrugated cardboard or aluminum 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.

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”. 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 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 three (3) 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 –
- a. For Line Items 001 and 002: If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the percentage for the renewal period shall not be less than the minimum percentage for the applicable renewal period stated on the Pricing Page of the contract.
 - 1) If renewal percentages are not provided, then the percentages during renewal periods shall be the same as during the original contract period.
 - b. For Line Item 003: 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 be less than the minimum price for the applicable renewal period stated on the Pricing Page of the contract.
 - 1) If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 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 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 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) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.6.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
- a. Therefore, the contractor must have and maintain insurance in compliance with the following:
 - 1) Liability Insurance - The contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the

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

- 2) Crime Insurance - The contractor must have and maintain crime insurance in the minimum amount of \$10,000.00 that 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 personnel, acting alone or in collusion with others by virtue of the person's position or employment during the contract period. The insurance must name the State of Missouri as a loss payee. A Dishonesty Bond may be utilized in lieu of Crime Insurance provided the State of Missouri is named as a loss payee.

- b. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

1.6.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

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

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

1.6.9 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the

right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

- c. The contractor shall agree 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:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- c. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency.
 - 1) The contractor assumes liability for all disclosures of confidential information and breaches by the contractor and/or the contractor's/provider's subcontractors and employees.
 - 2) The contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Insurance (45 CFR part 164, subpart C, the "Security Rule"), and Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

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.

1.7 Business Associate Provisions:

1.7.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a “Business Associate” of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
 - 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
 - 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.

- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

1.7.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.7.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
 - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency

available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;

- 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
 - n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
 - o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
 - p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.7.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.7.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible.

If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

- 1.7.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

ATTACHMENT 1

Mixed 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• 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
Adding Machine Tape	
Post-it Notes	
File Folders (e.g. Manilla)	
Copier Paper (Ream) Wrappers	
Shredded Paper	May be in bags
Confidential materials	Boxed and marked as confidential
Newsprint Paper and Publications, including, but not limited to:	<ul style="list-style-type: none">• Newspapers• City Telephone Books• MO. State Statute Books and Revisions
Books or Bound materials, regardless of quality of paper or type of binding	
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

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: C313019001

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.