



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: June 23, 2023

CONTRACT TITLE: Statewide Waste Management Services

CURRENT CONTRACT PERIOD:	June 1, 2023 through September 30, 2023	
RENEWAL INFORMATION:	Original Contract Period:	March 1, 2019 through February 29, 2020
	Renewal Options Available:	0
	Potential Final Expiration:	September 30, 2023
BUYER INFORMATION:	Melissa Sackett (573) 526-2716 melissa.sackett@oa.mo.gov	

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.
Local Purchase Authority **should not** be used to purchase supplies/services included
in this contract unless it is determined to be in the best interest of the State of Missouri
for a state agency to obtain alternative services elsewhere.

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://oa.mo.gov/purchasing>.

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

CONTRACT NUMBER	MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS191534001	MB00120387	Federal International Recycling & Waste Solutions LLC 7935 Clayton Road St. Louis, MO 63117 Contact Person: Eugene Trams Phone: (314) 706-6856 Email: eugene@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
6/1/23 – 9/30/23	06/23/23	<ul style="list-style-type: none">• Contract extended thru September 30, 2023.
3/1/23 – 5/31/23	03/13/23	<ul style="list-style-type: none">• Contract extended thru May 31, 2023.• Updated Buyer Information on Page One.
3/1/22 – 2/28/23	01/03/22	<ul style="list-style-type: none">• Contract renewal.• Updated Buyer Information on Page One.
3/1/21 – 2/28/22	03/03/21	<ul style="list-style-type: none">• Contract renewal.• Updated Buyer Information on Page One.
3/1/20 – 2/28/21	3/1/20	Contract renewal no increase
03/01/19 thru 02/29/20	03/01/19	Initial issuance of new statewide contract

INSTRUCTIONS FOR STATE AGENCIES

A state agency needing trash services will have two options to obtain the services:

- The state agency can use the Federal International Recycling & Waste Solutions LLC contract (CS191534001) herein, or
- Use the Trash Collection Services contracts established with Republic of Jefferson City (CS191017001), Republic Services of Quincy (CS191017002), Waste Management of Missouri, Inc. (CS191017003), and Waste Management of Kansas, Inc. (CS191017004).

Any state agency needing waste management services shall be required to use either the Federal International Recycling & Waste Solutions LLC contract (CS191534001) established herein or use the other Trash Collection Services contract sated herein, unless an exemption is granted by the Division of Purchasing.

In addition, a state agency may use the Federal International Recycling & Waste Solutions LLC contract (CS191534001) to have the contactor perform a Waste Management Audit in accordance with section 2.4 of the RFP portion of the contract.

1. PRICING

Federal International Recycling & Waste Solutions LLC
Contract CS191534001

Line #		Firm Fixed Price Per Hour
1	Project Manager	\$125.00
2	Account Manager	\$125.00
3	Billing Supervisor	\$100.00
4	Billing Support	\$75.00
5	Customer Service Specialist	\$60.00
6	Bins/collection/transporting/disposal/ recycling	\$0.00 Price to be determined

2. **CONTRACTURAL REQUIREMENTS**

2.1 **General Requirements:**

- 2.1.1 The contractor shall provide waste management services to include the management of the collection, transporting, disposal, and recycling of waste materials for various state agency locations (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
- a. For purposes of the 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. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 The contractor shall provide 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.
- a. A contract for Trash Collection Services also exists. The state agency requesting trash services will have the option to determine which contract(s) to utilize.
 - b. Any state agency requesting waste management services shall be required to use the Waste Management Services contract established herein or use the Trash Collection services contract(s) unless an exemption is granted by the Division of Purchasing. In addition, the contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri and approved by the Division of Purchasing, a state agency may obtain alternate services elsewhere.
- 2.1.3 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide waste management 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/mostatutes/stathtml/06700003601.html?&me=67.360>.) 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.
- 2.1.4 Each state agency will identify a state agency designee to serve as the state agency contact and will provide the telephone number and email address of the assigned designee to the contractor. The contractor shall report to and follow the state agency designee's instructions.

2.2 **Contractor and Personnel Requirements:**

- 2.2.1 The state agency reserves the right to approve or disapprove the contractor's personnel and the provider's personnel providing services at a specified state agency facility/facilities. The state agency also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the contractor shall be allowed at least fourteen (14) business days after notification to replace unsatisfactory personnel.
- a. For the purposes of this document, provider shall be defined as the company/organization providing waste collection and recycling services for the contractor.
 - b. If requested by the state agency, the contractor shall provide the state agency with a list of all the contractor and subcontractors/providers' personnel, their social security numbers, and dates of birth for each such personnel who will be providing services at the specified facility. In addition, the contractor must notify the

state agency for any additions or changes to the list. The state agency reserves the right to accept or reject any of the contractor's and providers' personnel assigned to the contract to provide the services.

- c. If requested by the state agency, the contractor's and providers' personnel assigned to a specified state agency facility/facilities must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain a required criminal background check for each personnel assigned to provide services from the Missouri State Highway Patrol. A form to request a Missouri State Highway Patrol background check can be found at: <http://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html>.

2.2.2 The contractor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

2.3 Contractor and Team Qualifications:

2.3.1 The contractor shall have three (3) years of waste industry experience and a minimum of two (2) years of that experience managing waste management programs.

2.3.2 The contractor's Account Manager and/or senior level personnel shall have at least three (3) years of waste industry experience, with a minimum of two (2) years of that experience as a consultant or administrator of a waste program.

2.3.3 The contractor's working team should have experience with the following:

- a. Waste assessment,
- b. Waste removal,
- c. Environmental compliance, and
- d. Recycling.

2.4 Waste Program Service Plan Requirements:

2.4.1 Request for Waste Management Services:

a. Waste Program Service Plan – The contractor shall agree and understand that as a state agency identifies the need for the contractor's waste management services, the state agency shall contact the contractor and request a Waste Program Service Plan. When requesting a Waste Program Service Plan, the contractor shall agree and understand that the state agency shall either schedule a meeting with the contractor (either in person or via telephone conversation) to discuss the state agency's needs for waste collection, transporting, disposal, and recycling services, or shall provide the contractor with written information regarding the needed services. The contractor shall agree and understand that the state agency's request will explain in detail the waste collection, transporting, disposal, and recycling required by the state agency including the following:

- 1) Any special needs, restrictions, or circumstances applicable to the specified state agency facility such as security or safety issues, wet waste types and needs, and the existence of state owned receptacles,
- 2) Identification of the recyclable materials, and
- 3) Identification of any existing waste collection, transporting, disposal, and recycling contracts, including the term and pricing of the contract(s).

2.4.2 Waste Program Service Plan Submission - By no later than the date specified by the state agency, the contractor shall develop and submit a hardcopy and a Microsoft compatible electronic copy of the contractor's recommended Waste Program Service Plan to the state agency. The contractor must, at a minimum, include the following detailed information in the Waste Program Service Plan along with any other information required by the state agency, unless the scope of the services renders certain information not applicable:

- a. Recommended collection, transporting, disposal, and recycling services including, but not be limited to the following:
 - 1) Frequency of waste collection, transporting, disposal, and recycling service,
 - 2) Number and size of waste and recycling receptacles,
 - 3) Identification of the waste collection and recycling service providers, and
 - 4) Unit pricing and total calendar monthly price for each waste collection and recycling service. The contractor shall provide pricing for the original contract period and any potential renewal periods. The contractor's prices shall include all costs associated with providing the services, excluding any fuel surcharges.
 - The original contract period shall be the effective date of the Waste Program Service Plan through the expiration date indicated on the Notice of Award of the original RFP or any applicable amendments to the RFP.
- b. A timeline for the transition from the state agency's existing contracts and services to the implementation of the contractor's recommended Waste Program Service Plan,
- c. Identification of an Account Manager who will be assigned to manage the state agency's Waste Program Service Plan. The contractor shall agree and understand that the contractor's Account Manager shall serve as a liaison between the contractor and the state agency.
 - 1) The contractor shall agree and understand that the contractor's Account Manager shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the state agency.
 - 2) By no later than five (5) business days after notification by the state agency to proceed with services, the contractor shall provide the state agency with the name, address, email address, and telephone number of the contractor's Account Manager.
 - 3) The contractor shall agree and understand that the contractor's Account Manager must be available during normal business hours, Monday through Friday, except for state-designated holidays (see <http://oa.mo.gov/commissioner/state-holidays>.)
- d. A total monthly price that shall constitute the amount the contractor shall be paid if authorized to perform the waste management services. The contractor shall agree and understand that such total price shall be based on the firm, fixed hourly prices specified on the Pricing Page.
- e. Signature and date lines for both the contractor and the state agency's authorized signatures to signify approval.

2.4.3 After receipt of the state agency's written approval of the Waste Program Service Plan and notice to proceed with a state agency's facility/facilities' transition to the contractor's recommended Waste Program Service Plan, the contractor shall proceed with the implementation of the approved collection, transporting, disposal, and recycling services in accordance with the requirements of the contract and the approved waste program services plan.

- a. The contractor shall establish a written agreement with each waste, recycling, and equipment provider (hereinafter referred to as provider). The contractor must obtain the state agency's approval of each agreement prior to execution of the agreement. The contractor must provide the state agency with a copy of each signed agreement. At a minimum, the contractor must ensure that each agreement includes the following provisions:

- 1) A description of the services that will be provided, including the frequency of service (days and times), and number and size of receptacles (if applicable),
- 2) An itemization of the amount the waste collection, transporting, and disposal the provider will be paid, the unit of measurement for the services, and specific increments and timeframes for the provider to submit invoices to the contractor and receive payments from the contractor, and
- 3) The pricing structure for the recycling provider and the increments and timeframes for the provider to submit payment to the State of Missouri.

2.4.4 The contractor shall attain full implementation of the approved collection, transporting, disposal, and recycling services within thirty (30) calendar days after the receipt of the state agency's approval of the Waste Program Service Plan, unless otherwise mutually agreed upon between the state agency and the contractor.

- a. Prior to the implementation of the contractor's approved Waste Program Service Plan, the contractor shall fully train the necessary state agency designee on the contractor's reports, report contents, invoicing and payment responsibilities, and contract administration.

2.4.5 Revisions to the Waste Program Service Plan -

- a. The contractor shall agree and understand that as the needs of a state agency facility change, the state agency shall notify the contractor of such changes within five (5) business days of such change.
- b. If requested by the state agency, the contractor shall make a corresponding adjustment to the Waste Program Service Plan immediately after being notified of such change.
- c. The contractor shall implement the change requested by the state agency and/or state agency designee immediately after notification of such change.

2.4.6 Termination of Waste Program Service Plan - The state agency shall have the right to terminate the services at any time at the sole discretion of the state agency, without penalty or recourse, by giving written notice to the contractor at least fifteen (15) calendar days prior to the effective date of such termination. The contractor shall understand and agree that the state agency shall not pay for any waste services provided after the fifteen (15) calendar days period. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the State of Missouri, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation at the firm, fixed hourly prices specified in the contract for work completed in accordance with the Waste Program Service Plan prior to the effective date of the termination.

2.5 Specific Waste Management Service Requirements:

2.5.1 The contractor shall manage the collection, transporting, disposal, and recycling activities of waste material in accordance with the approved Waste Program Service Plan.

2.5.2 The contractor shall ensure that waste is collected on a day-specific and, if necessary, a time-specific scheduled basis as approved in the Waste Program Service Plan. In addition, the contractor shall ensure that the waste can be collected on an on-call basis, if such is requested by the specified state agency facility/facilities.

- a. The contractor shall ensure the collection of waste occurs during business hours, typically between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays, on the days and at the times specified in the Waste Program Service Plan. However, with the prior approval of the state agency designee, the contractor's providers may deviate from the approved schedule on a specific day basis.

2.5.3 The contractor shall ensure the collection of all types of trash from trash receptacles, with the exception of hazardous waste and any other items that are prohibited by law from being disposed of in landfills.

- a. The contractor, or the contractor's provider, must immediately notify the state agency in the event hazardous waste or items prohibited by law (from being disposed of in landfills) are found in the trash receptacles.
- 2.5.4 The contractor shall ensure the appropriate number and sized waste and recycling receptacles are provided for each identified state agency facility, as specified in the approved Waste Program Service Plan, and shall ensure each such receptacle is placed at locations designated by the state agency.
- a. The contractor shall ensure that the receptacles provided to the specified state agency facility/facilities are in good repair and condition. The contractor shall ensure that all receptacles are kept clean and are in good mechanical and safe working condition.
 - b. The contractor shall ensure the sanitary conditions of the receptacles are maintained. The state agency reserves the right to inspect the receptacles to monitor compliance with this requirement.
 - c. The contractor shall ensure that the area surrounding the receptacles is free of trash and debris.
 - d. The contractor and the contractor's providers shall retain ownership of all receptacles provided by the contractor or the contractor's providers. The contractor shall agree and understand that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and collection from the receptacles provided by the contractor or the contractor's providers.
- 2.5.5 The contractor shall ensure that the contractor's providers have all the necessary permits to transport and dispose of the waste.
- 2.5.6 The contractor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of the state facility.
- 2.5.7 In the event the contractor's provider(s) do not perform in accordance with the contractor's agreement with the provider regarding the frequency of pick-up or size of waste and recycling receptacles, etc, the state agency shall notify the contractor following determination of such.
- a. The contractor shall ensure the contractor's provider(s) are responsive to the needs of the state agency facility/facilities at all times.
- 2.5.8 Waste Disposal Requirements:
- a. The contractor must ensure that all collected non-recyclable waste is disposed of in a manner consistent with all applicable rules, regulations, etc., promulgated by the Missouri Department of Natural Resources and Missouri Department of Health and Senior Services. For disposal outside the State of Missouri, the contractor must ensure the disposal of all waste in a manner consistent with the rules and regulations of the appropriate regulatory agencies in those states.
 - 1) If the waste is to be disposed of outside of the State of Missouri, the contractor must either: (1) direct the processing of the waste through a Transfer Station regulated by the Missouri Department of Natural Resources, or (2) direct the disposal of the waste at a government regulated and approved facility.
 - 2) The contractor shall be responsible for all permits, fees, and expenses related to the disposal of the waste.
 - b. The contractor shall provide the state agency designee with the name of the owner/operator of each waste processing facility, their address, their waste permit number, and the waste disposal area which will be used for the purpose of processing or disposing of the waste collected from the specified facility.
- 2.5.9 Recycling Requirements:
- a. The contractor shall ensure the collection and recycling of, at a minimum, the following recyclable waste as specified and approved by each state agency in the Waste Program Service Plan:

- 1) Mixed office paper,
 - 2) Corrugated cardboard, both baled and loose,
 - 3) Aluminum consisting primarily of cans, and
 - 4) Plastic bottles consisting primarily of PETE#1 (Polyethylene Terephthalate) and HDPE#2 (High Density Polyethylene).
- b. The contractor shall provide the specified state agency facility/facilities with flexibility in the arrangements and methods for the collection of recyclable material.
- c. The contractor shall provide the state agency with a certification that the recyclable materials collected are being recycled.

2.6 Waste Management Audit Requirements:

- 2.6.1 If a waste management audit is requested by a state agency, the contractor shall monitor, review, and evaluate the existing waste and recycling services at the specified state agency. The contractor shall additionally review the specified state agency's existing waste collection, transporting, disposal, and recycling contracts.
- 2.6.2 Prior to the contractor conducting the waste management audit, the contractor shall provide the state agency with a written outline of the time line for completion of the waste management audit. In addition to the timeline, the contractor shall provide the state agency with a total cost for conducting the waste management audit for the specific state agency. Such total price shall be based on the firm, fixed hourly prices specified in the contract. The state agency will provide written approval of the timeline and total price prior to the contractor conducting the waste management audit.
- a. After receipt of the state agency's written approval of the timeline and total price, the contractor shall abide by the following to conduct the waste management audit for the state agency:
- 1) The contractor shall agree and understand that to the extent possible and available, the state agency shall provide the contractor with access to and copies of current contracts and existing records, data, and information related to the specified state agency's current/previous waste and recycling contracts and services.
 - 2) The contractor shall agree and understand that the state agency shall be available to the contractor to address the contractor's questions regarding the state agency.
 - 3) If determined necessary by either the contractor or the state agency, the contractor shall conduct a site visit of the specified state agency facility/facilities to further evaluate the facility's waste collection, transporting, disposal, and recycling services. The contractor shall agree and understand that the state agency shall coordinate the scheduling of the site visits. The contractor shall not conduct a site visit without the permission or prior approval of the state agency.
 - 4) The contractor shall agree and understand that the state agency shall notify the contractor of any specific needs, restrictions, or circumstances applicable to the specified state agency facility such as security or safety issues, wet waste types and needs, and the existence of state owned receptacles.
 - 5) The contractor shall agree and understand that the waste management audit shall be based on the previous twelve (12) consecutive months of waste collection, transporting, disposal, and recycling services and shall consider any factors that may cause fluctuations in the waste collection, transporting, disposal, and recycling needs of the specified state agency facility/facilities, such as: shifts in population served, seasonal changes, and special events.

- b. Based on the contractor's assessment of the existing waste collection, transporting, disposal, and recycling contracts and services, the contractor shall develop and submit a waste management audit report to the state agency.
 - 1) The contractor shall agree and understand that the waste management audit report shall provide a detailed comparison between the current waste collection, transporting, disposal, and recycling services provided and the contractor's recommended Waste Program Service Plan.
 - 2) The contractor shall agree and understand that the contractor's waste management audit report shall identify potential cost savings and revenue generating opportunities to improve efficiencies, reduce the waste stream, and increase the type and volume of recyclable material.
 - 3) The contractor shall agree and understand that the contractor's recommended Waste Program Service Plan shall include, but not be limited to the following:
 - Frequency of waste collection, transporting, and disposal service,
 - Number and size of waste receptacles,
 - Identification of the waste collection and recycling service providers,
 - Identification of the recyclable materials, and
 - Description of the recycling program for the state agency facility, including the pricing structure of the recycling services and the sorting requirements.
- c. The contractor shall identify the current volume, number and size of waste and recycling receptacles, service frequency, procedures used, pricing of the existing waste collection, transporting, and disposal contracts, and payment structure of existing recycling contracts.
- d. For each recyclable material at the specified state agency, the contractor shall assess the volume of recyclable material, determine the feasibility of recycling the material, and demonstrate the cost effectiveness of recycling the material.
- e. The contractor shall identify any overcharges and inefficiencies occurring in the existing waste transporting, disposal, and recycling contracts and services.
- f. The contractor shall agree and understand that the contractor's waste management audit report shall identify any special needs, restrictions, circumstances, or problems at each specified state facility.
- g. The contractor shall submit a hardcopy and a Microsoft compatible electronic copy of the waste management audit report to the state agency.

2.6.3 If requested by the state agency, the contractor shall provide modifications and/or additional elaboration to the waste management audit report as deemed necessary by the state agency.

2.7 Reporting and Monitoring Requirements:

2.7.1 The contractor shall provide and maintain a web-based account management system, accessible to the state agency and the Missouri State Recycling Program through the use of a secure password. The contractor's web-based account management system must, at a minimum, provide the state agency with the ability to view the following information, specific to each specified state agency facility:

- a. Service providers, including contact information for the provider and type of service provided,
- b. List of equipment and receptacles provided,

- c. Dates of service,
- d. Unit price and monthly total of each provider,
- e. Pricing structure for each recycling provider, and
- f. Volume/quantity/weight of waste and recyclable material collected.

2.7.2 On a monthly basis, the contractor shall submit a report to each state agency for each specified state agency facility which identifies the services provided, the dates of service, and the recyclable material collected, and the weight of each type of recyclable material.

2.7.3 The contractor shall provide the state agency designated personnel with access to all information on provider contracts/agreements including any rebates or incentives offered by providers to the contractor. The contractor shall provide such access to the state agency within five (5) business days of obtaining such information.

2.7.4 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available to the state agency and its designees and the Missouri State Auditor in a format acceptable to the state agency at all reasonable times during the term of the contract.
- b. The contractor shall retain all such records according to the state agency's retention period or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
- c. The contractor shall permit the state agency, governmental auditors and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor's records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The state agency will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

2.7.5 The contractor shall agree and understand that if contract monitoring reveals an audit is warranted, the state agency reserves the right to require the contractor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. If required, such independent audit shall be at the contractor's expense. The state agency's determination of the need for the audit shall be final and without recourse.

2.8 Liquidated Damages:

2.8.1 The contractor shall agree and understand that the provision of the waste management services in accordance with the schedules and requirements stated herein and in accordance with the state agency-approved Waste Program Service Plan are 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 schedules and 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 that the contractor's provider fails to perform a scheduled pick-up as approved in the Waste Program Service Plan, the contractor shall be assessed liquidated damages in the amount of twenty-five percent (25%) of the price for the scheduled pick-up for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.

- b. In the event that the contractor's provider fails to perform an unscheduled pick-up as approved in the Waste Program Service Plan, the contractor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the unscheduled pick-up for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.
- c. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. 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.

2.9 Missouri Statewide Contract Quarterly Usage Report: (See RFP for Requirements)

2.10 Invoicing and Payment Requirements:

2.10.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:

<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>

2.10.2 **Waste Collection, Transporting, and Disposal Providers Payment and Invoicing** – On a monthly basis, the contractor shall submit an itemized invoice to each state agency pursuant to the approved Waste Program Service Plan.

- a. The invoice shall identify, at a minimum, the following information:
 - 1) The specified state agency facility/facilities utilizing the contractor's waste management services,
 - 2) The provider charges for each specified state agency facility, and
 - 3) The amount due to the contractor based upon the total monthly price indicated in the approved Waste Program Service Plan.
- b. The contractor shall submit all reports required herein and a copy of each provider's invoice as supporting documentation with the monthly invoice.
- c. The contractor shall make prompt payment to all providers. The contractor shall not delay payment to a provider that would cause reason for the provider to suspend and/or terminate services to any specified state agency facility/facilities.
- d. The contractor shall agree and understand that following the transition of the specified state agency facility/facilities to the contractor's waste management services, the state agency shall not be responsible for payment to providers. However, the contractor shall agree and understand that the state agency or the

specified state agency facility/facilities may be responsible for payment to providers for services or for circumstances that are not included in the approved Waste Program Service Plan.

- e. Additionally, the contractor shall agree and understand that the state agency shall not be responsible for any late payments fees or other such penalties charged by the providers following the transition to the contractor's waste management services.

2.10.3 **Recycling Providers Payment and Invoicing** - On a monthly basis, the contractor shall submit a statement and an electronic report identifying the recyclable materials collected from each specified state agency facility to the following address:

State of Missouri, Recycling Program,
PO Box 809,
Jefferson City, Missouri 65102

- a. The contractor shall itemize each specified state agency facility transitioned to the contractor's waste management services. The contractor shall submit a copy of each recycling provider's monthly receipts and all reports required herein as supporting documentation to the monthly statement.
- b. By no later than the 10th of each month following the month recyclable material was collected, the contractor shall ensure that recycling providers have made payment to the above address for the total amount due based on the weight/quantity of the collections.
- c. For each specified state agency facility, the contractor shall provide a statement with the monthly total of the recycling providers' receipts.

2.10.4 **Solid Waste Management Audit Invoicing and Payment:** Upon delivery of the waste management audit report as requested by a state agency, the contractor shall invoice the requesting state agency the total price as approved by the state agency. The contractor shall be paid for the waste management audit report upon the state agency's acceptance of the waste management audit report and shall be paid the total price previously approved by the state agency.

2.10.5 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.10.6 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

2.10.7 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after such date.

2.10.8 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

2.10.9 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

2.10.10 The contractor shall agree and understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.

2.11 Missouri Statewide Contract Quarterly Administrative Fee: (See RFP for Requirements)

2.12 Missouri Statewide Contract Quarterly Administrative Fee Report: (See RFP for Requirements)