



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: July 1, 2020

CONTRACT TITLE: Recycling Services – St. Louis

CURRENT CONTRACT PERIOD:	July 1, 2020 through June 30, 2021	
RENEWAL INFORMATION:	Original Contract Period:	July 1, 2020 through June 30, 2021
	Renewal Options Available:	2
	Potential Final Expiration:	June 30, 2023
BUYER INFORMATION:	Logan Schulte (573) 751-1689 Logan.schulte@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.

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	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CS201932001	4309923670 K/ MB00094486	Waste Management of Missouri, Inc. 7320 Hall St. St. Louis MO 63147 Phone: (314) 704-2783 Fax: (877) 466-7507 Email: minlow@wm.com	N	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
07/01/20 through 06/30/20	06/09/20	Initial issuance of new statewide contract

PRICING PAGE

Collection Costs for Recycling Dumpsters:

Line Item	Receptacle Size and Frequency	Firm, Fixed Price
1	2-cubic yard Once per week	\$55.00 Per Month
2	2-cubic yard Once every two (2) weeks	\$28.00 Per Month
3	2-cubic yard Once per month	\$13.00 Per Month
4	4-cubic yard Once per week	\$70.00 Per Month
5	4-cubic yard Once every two (2) weeks	\$35.00 Per Month
6	4-cubic yard Once per month	\$16.00 Per Month
7	6-cubic yard Once per week	\$99.00 Per Month
8	6-cubic yard Once every two (2) weeks	\$50.00 Per Month
9	6-cubic yard Once per month	\$23.00 Per Month
10	8-cubic yard Once per week	\$125.00 Per Month
11	8-cubic yard Once every two (2) weeks	\$63.00 Per Month
12	8-cubic yard Once per month	\$29.00 Per Month

2. SCOPE OF WORK:

This section of the RFP includes the scope of work and provisions that shall govern the contract after RFP award. The contents of this section includes mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment.

2.1 General Requirements:

2.1.1 The contractor shall collect and recycle the recyclable materials (hereinafter referred to as “recycling services”) listed below on behalf of the Office of Administration, Division of General Services, State Recycling Program (hereinafter referred to as “Recycling Coordinator”) in accordance with the provisions and requirements stated herein.

- a. Commingled Materials shall include the following materials that will be commingled and placed in the same receptacle:
 - 1) Mixed Paper shall be defined to include any or all items listed on Attachment 1.
 - 2) Aluminum shall be defined to be primarily cans.
 - 3) Plastic shall be defined to include PETE#1 (Polyethylene Terephthalate), HDPE#2 (High Density Polyethylene), V#3 (Polyvinyl Chloride), LDPE#4 (Low Density Polyethylene), PP#5 (Polypropylene), and Other#7.
 - 4) Steel Cans shall be defined to include, but not necessarily limited to, steel or tin food receptacles.
 - 5) Corrugated cardboard.

2.1.2 The contractor shall perform all services and to the sole satisfaction of the state agency.

2.1.3 The contractor shall work with the recycling coordinator to implement and provide recycling services for the State of Missouri (hereinafter referred to as “state agency”) offices and buildings located in St. Louis City and the counties of St. Louis, St. Charles, and Jefferson. See Attachment 2 for a list of these locations.

- a. Most locations, with the exception of the Wainwright State Office Building, have parking lots that allow flexibility for truck access.
 - 1) Dock dimensions of the Wainwright State Office Building are – Height: 14-feet, Width: 20-feet.

2.1.4 The contractor shall provide services for other state agencies that are not working through the State Recycling Program to establish recycling services. Agencies working independently from State Recycling shall be billed directly for services provided by the contractor.

2.1.5 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. However, any state agency needing the services shall be required to use the contract 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.

- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.1.7 If requested by the state agency, the contractor shall provide a list of all of the contractor's personnel, the social security number, and dates of birth for each such personnel who will be providing services at the state agency. In addition, the contractor must obtain prior written approval from the state agency for any additions or changes made to the list at any time during the term of the contract. The state agency reserves the right to accept or reject any of the contractor's personnel assigned to the contract to provide recycling services.

2.2 Recycling Receptacles

- 2.2.1 The contractor shall provide recycling dumpster receptacles depending on each building's requirements.
- a. Recycling dumpsters are defined as having a capacity of 2-cubic yards, 4-cubic yards, 6-cubic yards, or 8-cubic yards. Recycling dumpsters must have lids.
 - b. The contractor shall understand and agree that while none of the buildings currently utilize a 6-cubic yard recycling dumpster, the contractor shall provide a 6-cubic yard recycling dumpster at the request of the state agency.
- 2.2.2 The recycling coordinator will provide all other types of receptacles such as desk side receptacles and receptacles located in kitchens and break rooms.
- 2.2.3 The contractor shall retain ownership of the contractor-provided receptacles and shall keep the receptacles in good mechanical and safe working condition. 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, and collection from the receptacles provided by the contractor.
- 2.2.4 The state agency shall retain ownership of all state agency-provided receptacles. State agency provided receptacles should not be removed from state property.
- 2.2.5 The contractor shall provide recycling dumpsters at the following locations:
- a. Keathley State Office Building @ 3101 Chouteau Ave
 - 1) One (1) 2-cubic yard container.
 - b. St. Louis State Office Building @ 9900 Page Ave
 - 1) One (1) 2-cubic yard container.
 - c. Wainwright State Office Building @ 111 North 7th St.
 - 1) Two (2) 2-cubic yard containers.
 - d. Mill Creek State Office Building @ 220 S Jefferson St
 - 1) One (1) 2-cubic yard container.
 - e. St. Louis Community Release Center @ 1621 North 1st St.
 - 1) One (1) 8-cubic yard container.
 - f. South Service Center @ 7545 S Lindbergh
 - 1) One (1) 4-cubic yard container.

- g. Jay Henges Shooting Range @ 1100 Antire Rd
 - 1) One (1) 4-cubic yard container.
- h. Mastadon State Historic Site @ 1050 Charles J Becker Dr.
 - 1) One (1) 8-cubic yard container.
- i. Conservation Department's Regional Office @ 2360 Highway D
 - 1) One (1) 4-cubic yard container.

2.3 Performance Requirements – Commingled Materials:

2.3.1 The contractor shall collect and empty all recycling receptacles and recycle the collections.

- a. The recycling coordinator will provide receptacles for use inside buildings.
- b. The contractor shall keep the area clean and free of recyclable materials.

2.3.2 Recycling Dumpster Locations: By no later than thirty (30) calendar days after the state agency authorizes the contractor to proceed, the contractor shall place a dumpster with two (2), four (4), six (6), or eight (8) cubic yard capacity.

- a. The recycling dumpster locations listed on Attachment 2 provide currently used sizes of containers as well as collection frequency. However, new contractor recycling dumpster dimensions may be different from containers currently being used. The length, width, and height of the container's recycling dumpster will also need to be considered before contractor places dumpster. The recycling coordinator will work with the contractor to determine the size of dumpster to place at each location.

2.3.3 The recycling coordinator shall notify the contractor of the exact location/placement for each receptacle.

2.3.4 The contractor shall understand and agree 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.

2.3.5 Content of Collections: The contractor shall agree and understand that each State of Missouri office or building shall only include commingled material in the collections. The recycling coordinator will 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 commingled material included in the collections shall include all material listed in the general requirements section of this RFP.

2.3.6 Collection for Commingled Materials: Immediately after placement of the receptacles by the contractor in each State of Missouri office or 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 6:00 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: <https://oa.mo.gov/commissioner/state-holidays>

- 1) The contractor shall collect commingled material from the state agencies. The actual schedule and pickup locations at each state agency shall be mutually agreed upon by the contractor and the recycling coordinator.
 - 2) If unscheduled collections are necessary, the recycling coordinator and the contractor shall work together to coordinate the collections.
- b. The contractor shall understand and agree that the state agency requires flexibility in the arrangements and methods for the collections of commingled material. The contractor shall coordinate and work in good faith with the recycling coordinator and state agency, in seeking and obtaining the arrangements and methods of collection.
- 1) Based on the nature of some of the commingled material, 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.
 - 3) The state agency shall place the receptacles on the dock or some other centralized collection point for collection by the contractor. The recycling coordinator shall work with the contractor to determine a mutually agreeable collection point.
 - 4) The contractor shall only be responsible for collecting the contents of the contractor-provided receptacles located on the dock or a mutually agreeable collection point.
- c. The contractor must collect and empty the receptacles of commingled material 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 contact the recycling coordinator so that the additional training and education may be provided state employees. Prohibited material shall be items such as food waste, tissues (such as Kleenex), towels (such as paper towels), carbon paper, napkins, metal, styrofoam, and food wrappers.
- d. If the contractor determines a container of commingled material is contaminated, then the contractor may charge a contamination fee.
- e. Contamination Fee: If contractor does claim a contamination fee then a photograph of the contaminated container along with the date of collection and location of container is required with the monthly report.
- 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 coordinator to re-schedule such collection(s).
- g. Overage Fee: If commingled material is over the top edge of the recycling container or on the ground around the container then the contractor may claim an overage fee. If the contractor does claim an overage fee then a photograph of the overage along with the date of collection and location of the container is required with the monthly report.

2.3.7 Processing of Commingled Material: The contractor shall perform any sorting necessary to the commingled material and shall otherwise prepare the commingled material for its final destination (e.g., end use, processor, or permitted sanitary landfill).

- a. The contractor must make every effort not to dispose of any of the commingled material 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/regulating 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 of recycling of solid waste.

2.4 Reporting Requirements:

2.4.1 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.

2.4.2 Monthly Report Requirements: By no later than the 10th of each month following the month the material was collected, 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 3.

- a. Location of state office/building
- b. Pickup date
- c. Weight of materials collected determined as follows:
 - 1) Recycling dumpsters – estimated weight
 - 2) Mixed Paper collected from pallets – actual weight
- d. Total for each recyclable material listed above
- e. A picture for each instance of an overage and a picture for each instance of contamination. Instances of overages and contamination must also include the location and date the problem occurred.

2.5 Invoicing and Payment Requirements:

2.5.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- 2.5.2 Each contractor invoice must be on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor registration. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.
- 2.5.3 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>.
- 2.5.4 Invoicing Requirements - The contractor shall submit a monthly invoice to the Recycling Coordinator services for the locations listed on Attachment 2 and directly invoice other state agencies utilizing the recycling.
- a. The invoice shall specify the state offices/buildings where recyclable materials were collected, the receptacles sizes at each state office/buildings, the collection frequency of each receptacle, and the firm, fixed price for the collection of the recyclable materials for each receptacle, as indicated on the Pricing Page. Any instances of overages and contamination may also be invoiced provided the required documentation is provided.
 - b. The contractor shall understand and agree that the contractor shall only be entitled for payment for collections from the 2-cubic yard, 4-cubic yard, 6-cubic yard, and 8-cubic yard receptacles. The contractor shall further understand and agree that the contractor shall not be entitled for payment for collections of pallets of mixed paper.
- 2.5.5 Payment Requirements - Payments for recycling services for locations listed on Attachment 2 will be made to the contractor by the MO State Recycling Program in accordance with the prices listed on the Pricing Page. State agency locations that are not listed in Attachment 2 and are added to the collection route after the contract is implemented shall pay for the services directly. State Recycling will not pay for locations added after the contract is implemented.
- 2.5.6 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.5.7 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.
- 2.5.8 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 the due date.
- 2.5.9 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.
- 2.5.10 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

ATTACHMENT 1

Mixed Paper

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

White and Colored Paper and cardstock (All grades and colors), including, but not limited to:	<ul style="list-style-type: none">• Copier paper• Computer Paper• Fax paper• Ledger paper• Card Stock• NCR forms (carbonless)• Road maps
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	<ul style="list-style-type: none">• Regular 10#• Window• Kraft (brown)• White
Adding Machine Tape	
Post-it notes	
File Folders (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• State 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

Attachment 2 - St. Louis Area Recycling Locations

Building/Department/Agency	Street #	Street Name	County	Estimated Population	Estimated # or size of Recycling Containers	Est. # of Pick Ups
Recycling Dumpster Locations -- 2, 4, or 8 cubic yard capacity						
Chouteau & Compton State Office Building	3101	Choteau Ave	City of St. Louis	219	2-yd	once a week
St. Louis State Office Building	9900	Page Ave	St. Louis County	388	2-yd	once a week
Wainwright State Office Building	111	North 7th St.	City of St. Louis	542	Two x 2-yd	once a week
Mill Creek State Office Building	220	South Jefferson	City of St. Louis	165	2-yd	once a week
St. Louis Community Release Center	1621	North 7th St.	City of St. Louis	635	8-yd	once a week
South Service Center	7545	South Lindbergh	St. Louis County	178	4-yd	once a week
Jay Henges Shooting Range	1100	Antire Rd.	St. Louis County	10	4-yd	once a week
Mastadon State Historic Site	1050	Charles J Becker Dr.	Jefferson County	15	8-yd	once a month
Conservation Department Regional Office	2360	Highway D	St. Charles County	30	4-yd	once a week

