



**UNIVERSAL WASTE DISPOSAL SERVICES - STATEWIDE
CS221228002 (formerly CS221228001)**

**Issuance Date: May 1, 2022
Revised Date: September 23, 2022**

CONTRACT PERIOD/RENEWAL OPTIONS	
Current Contract Period:	May 1, 2022 through April 30, 2023
Original Contract Period:	May 1, 2022 through April 30, 2023
Available Renewal Period Options:	2
Potential Final Expiration Date:	April 30, 2025

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

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.

BUYER CONTACT INFORMATION	
Name:	Cody Ling
Email:	Cody.Ling@oa.mo.gov
Phone Number:	(573) 522-0001



ORGANIZATION

Statewide Contract History – Page 3

Contract Information – Page 4

Instructions and Information – Page 5

Contract Pricing – Page 6

Contract Scope of Work – Page 10



STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
9/23/2022	Updated instructions and information page herein. Updated contact information for ordering pre-paid shipping containers.
7/19/2022	Attached updated pricing list for Mail-Back Program shipping containers
6/14/2022	Updated contact information for pickups
5/4/2022	Added additional contractor contact
5/1/2022	Initial issuance of statewide contract



CONTRACT INFORMATION

CONTRACT NUMBER CS221228002 (formerly CS221228001)			
MissouriBUYS SYSTEM ID:	MB00100770		
Contractor Name:	Mid-America Environmental Solutions		
Contractor Address:	P.O. Box 737 Carthage, MO 64836		
Contact Information:	Name:	Tasha Kilgore	
	Phone Number:	(817) 483-8181	
	Fax Number:	(817) 483-5887	
	Email Address:	Tasha.Kilgore@cleaningguys.com	
For Pickups:	Name:	Sara Henderson	
	Phone Number:	(417) 388-3866	
	Email Address:	Sara.Henderson@cleaningguys.com	
For Ordering Pre-Paid Shipping Containers:	Name:	Brett Nichols	
	Email Address:	bnichols@midamenv.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:	Yes		



INSTRUCTIONS AND INFORMATION



1. **PREFERRED USE:** 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(s) unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

2. **Containers for Storage and Universal Waste Labels:** Pursuant to paragraph 2.3.3, “Upon request by the state agency, the contractor shall provide containers (for large quantities e.g., pallet loads) and universal waste labels to the state agency for the storage of universal waste pending pickup. **The contractor shall provide such containers and labels at no charge to the state agency.** All containers shall be recyclable or reusable. The container sizes listed below are available for storage at no charge:

Description
4FT USDOT STORAGE FIBER DRUMS [85 T-12 BULBS]
8FT USDOT STORAGE FIBER DRUMS [85 T-12 BULBS]
4FT LAMP STORAGE BOXES [65 T-12 BULBS]
8FT LAMP STORAGE BOXES [56 T-12 BULBS]
PLASTIC 1-GALLON CONTAINER – SCREW TOP
PLASTIC 5-GALLON CONTAINER – SCREW TOP
PLASTIC 30-GALLON CONTAINER
55 GALLON OPEN TOP METAL DRUM - RECONDITIONED
85 GALLON OVERPACK DRUM
NON HAZ CUBIC YARD BOX
HAZ RATED CUBIC YARD BOX

3. **Pre-Paid Shipping Containers:** The contractor shall provide pre-paid shipping containers for small loads and universal waste labels pursuant to paragraph 2.3.4 herein. Firm, fixed pricing for the pre-paid shipping containers can be found on the Contract Pricing pages herein (pages 6 – 9).



CONTRACT PRICING

FLUORESCENT BULB AND NON-RECHARGEABLE BATTERY RECYCLING SERVICES

Original Contract Period <i>Firm, Fixed Price</i>				
Fluorescent Bulbs				
Description	Quantity			
	0-250	251-500	501-1,000	1,001+
Straight Fluorescent	\$0.19 per foot <i>Line Item 1</i>	\$0.19 per foot <i>Line Item 2</i>	\$0.19 per foot <i>Line Item 3</i>	\$0.19 per foot <i>Line Item 4</i>
Utube/Circular	\$1.30 per each <i>Line Item 5</i>	\$1.30 per each <i>Line Item 6</i>	\$1.30 per each <i>Line Item 7</i>	\$1.30 per each <i>Line Item 8</i>
HID/Mercury/Halide/Sodium	\$3.58 per each <i>Line Item 9</i>	\$3.58 per each <i>Line Item 10</i>	\$3.58 per each <i>Line Item 11</i>	\$3.58 per each <i>Line Item 12</i>
Compacts	\$1.30 per each <i>Line Item 13</i>	\$1.30 per each <i>Line Item 14</i>	\$1.30 per each <i>Line Item 15</i>	\$1.30 per each <i>Line Item 16</i>
Shatter-Shield/Power Groove	\$2.60 per each <i>Line Item 17</i>	\$2.60 per each <i>Line Item 18</i>	\$2.60 per each <i>Line Item 19</i>	\$2.60 per each <i>Line Item 20</i>
Incandescent	\$1.30 per each <i>Line Item 21</i>	\$1.30 per each <i>Line Item 22</i>	\$1.30 per each <i>Line Item 23</i>	\$1.30 per each <i>Line Item 24</i>
PCB Ballast	\$1.00 per pound <i>Line Item 25</i>			
Broken Fluorescent	\$1.66 per pound <i>Line Item 26</i>			
Non-PCB Ballast	\$0.60 per pound <i>Line Item 27</i>			



CONTRACT PRICING

FLUORESCENT BULB AND NON-RECHARGEABLE BATTERY RECYCLING SERVICES

Original Contract Period <i>Firm, Fixed Price</i>				
LED Bulbs				
Description	Quantity			
	0-250	251-500	501-1,000	1,001+
Straight	\$0.25 per foot <i>Line Item 28</i>	\$0.25 per foot <i>Line Item 29</i>	\$0.25 per foot <i>Line Item 30</i>	\$0.25 per foot <i>Line Item 31</i>
Compacts	\$1.30 per each <i>Line Item 32</i>	\$1.30 per each <i>Line Item 33</i>	\$1.30 per each <i>Line Item 34</i>	\$1.30 per each <i>Line Item 35</i>

Original Contract Period <i>Firm, Fixed Price</i>	
Non-Rechargeable Batteries	
Description	
Lithium/Mercury	\$12.00 per pound <i>Line Item 36</i>
Silver-Oxide	\$12.00 per pound <i>Line Item 37</i>
Alkaline/Single-Use	\$2.85 per pound <i>Line Item 38</i>



CONTRACT PRICING

FLUORESCENT BULB AND NON-RECHARGEABLE BATTERY RECYCLING SERVICES

Original Contract Period <i>Firm, Fixed Price</i>		
Rechargeable Batteries		
Description	Quantity	
	25 lbs.	50 lbs.
Nickel-Cadmium	\$1.80 per pound <i>Line Item 39</i>	\$1.80 per pound <i>Line Item 40</i>
Lithium Ion	\$1.80 per pound <i>Line Item 41</i>	\$1.80 per pound <i>Line Item 42</i>
Nickel Zinc	\$4.80 per pound <i>Line Item 43</i>	\$4.80 per pound <i>Line Item 44</i>
Nickel Metal Hydride	\$1.80 per pound <i>Line Item 45</i>	\$1.80 per pound <i>Line Item 46</i>
Small, Sealed Lead-Acid Batteries	\$1.35 per pound <i>Line Item 47</i>	\$1.35 per pound <i>Line Item 48</i>

STAND-BY TIME

Description	Original Contract Period <i>Firm, Fixed Price</i>
Stand-By Time	\$85.00 per hour <i>Line Item 49</i>



CONTRACT PRICING

MINIMUM CHARGE

Description	Original Contract Period <i>Firm, Fixed Price</i>
Minimum Charge	\$650.00 <i>Line Item 50</i>

SHIPPING CONTAINERS PRICING

Description	Firm, Fixed Percentage Discount
Percent Discount	0% <i>Line Item 51</i>



CONTRACT SCOPE OF WORK

2. Scope of Work

2.1 General Requirements:

2.1.1 The contractor shall provide universal waste recycling services in accordance with the Missouri Hazardous Waste Management Laws, specifically 10 CSR 25-16.273, for various agencies located throughout the State of Missouri (hereinafter referred to as “state agency”), in accordance with the provisions and requirements 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 University of Missouri system and the Judicial and Legislative branches of the State of Missouri.

2.1.2 The contractor shall comply with all United States Environmental Protection Agency (hereinafter referred to as the EPA), Missouri Department of Natural Resources (hereinafter referred to as the DNR), United States Department of Transportation (hereinafter referred to as the USDOT), and local and county regulations regarding universal wastes.

2.1.3 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. Preferred use means that any state agency needing 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.

2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Cooperative Procurement Program:

2.2.1 The contractor shall participate in the State of Missouri’s Cooperative Procurement Program. The contractor shall provide fluorescent bulb and non-rechargeable battery 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/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.



2.3 Performance Requirements:

2.3.1 The contractor shall provide recycling services for the following fluorescent bulb and non-rechargeable battery types.

Lamp Types & Equipment	Battery Types
Straight Fluorescent & LED	Single use (alkaline, Lithium, mercury, silver)
Broken Fluorescent & LED	Nickel-Cadmium (Ni-Cd)
Utube/Circular fluorescent & LED	Lithium Ion (Li-ion)
Compact Fluorescent & LED	Nickel Zinc 9Ni-Zn)
Shatter-Shield/Power Groove	Nickel Metal Hydride (Ni-MH)
Incandescent	Small, sealed lead-acid batteries (SSLA)
PCB-ballast	
Non-PCB ballast	
HID, Mercury, Halide, Sodium	

2.3.2 The contractor shall provide for both the pickup of universal waste from the state agency and the shipment of universal waste to the contractor by the state agency.

2.3.3 Upon request by the state agency, the contractor shall provide containers (for large quantities e.g., pallet loads) and universal waste labels to the state agency for the storage of universal waste pending pickup. The contractor shall provide such containers and labels at no charge to the state agency. All containers shall be recyclable or reusable.

2.3.4 Upon request by the state agency, the contractor shall provide pre-paid shipping containers (for small loads) and universal waste labels for the state agency to use to ship universal waste to the contractor.

2.3.5 When universal waste battery pickup is required by the state agency, the state agency shall contact the contractor to schedule a pickup.

- a. The contractor shall schedule a pickup with the state agency within five (5) business days of the state agency's request.
- b. The contractor shall arrive at the state agency pickup point during normal business hours, as indicated by the state agency.
- c. In the event the contractor is unable to provide a pickup due to unforeseen circumstance beyond the contractor's control, the contractor shall immediately notify the state agency of the inability to pick up and shall coordinate a new pickup within forty-eight (48) hours of the original scheduled pickup.
- d. The state agency shall provide the contractor with at least a forty-eight (48) hour notification of a pickup cancellation or need for pickup rescheduling.



- 2.3.6 The state agency will have all universal waste loaded in containers and brought to the state agency's loading dock, or equivalent area, for pickup prior to the contractor's arrival.
- 2.3.7 The contractor shall transport the universal waste from the state agency to the contractor's certified facility.
- a. The contractor must have and maintain a Missouri Hazardous Waste Transporter License, a United States Department of Transportation (hereinafter referred to as "USDOT") Hazmat License, and all relevant licenses, permits, and registrations for the states that materials are transported through to reach their final destination.
 - b. The contractor's pickup and transport vehicle drivers must be USDOT Hazmat trained and certified.
 - c. The contractor must have a MCS 90 or comparable insurance endorsement proving the transport vehicles can be operated on the road and are legal.
 - d. The contractor's facility must be a Resource Conservation and Recovery Act (RCRA) Part B permitted facility.
- 2.3.8 The contractor shall provide the state agency with a Certificate of Recycle for each pickup of universal waste.

2.4 Contractor Experience Requirements:

- 2.4.1 The contractor must have five (5) years or more years of experience performing universal waste disposal services.

2.5 Contractor Personnel Requirements:

- 2.5.1 The contractor's personnel must have three (3) years or more years of experience performing universal waste disposal services.

2.6 Reporting Requirements:

- 2.6.1 On a monthly basis and by no later than ten (10) calendar days after the end of the reporting period, the contractor shall provide a report, sorted by state agency, which shall include the following:
- a. The utilizing state agency name;
 - b. The date of pick up from the state agency;
 - c. The location of pick up from the state agency;
 - d. The date the shipment was received at the contractor's facility;
 - e. The number and size of shipping containers received by the contractor;
 - f. A description, including quantities and types of items received;
 - g. The unit cost for each item received; and



- h. The total cost for the shipment.
- 2.6.2 The contractor shall send a copy of the report to each utilizing state agency and the State Recycling Coordinator at recycling@oa.mo.gov.

2.7 Invoicing and Payment Requirements:

- 2.7.1 Prior to any payments becoming due under the contract, the contractor must return a completed State of Missouri Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 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>.
- 2.7.2 Invoicing – The contractor shall submit a monthly itemized invoice to each utilizing state agency for the actual services provided during the month. Each invoice shall be itemized by the date of pickup, the location of pickup, the quantity and types of fluorescent bulbs and non-rechargeable batteries received by the contractor, the number and size of shipping containers received by the contractor, and the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.
- a. The contractor shall include the bill of lading and the Certificate of Recycling with the monthly invoice.
 - b. In the event the contractor waits for state agency personnel to finish preparing a shipment for pickup or the contractor waits for state agency personnel to be available to sign shipping documents and such time is in excess of one (1) hour, the contractor shall invoice for stand-by time in accordance with the firm, fixed stand-by hourly price stated on the Pricing Pages of the contractor's awarded proposal. Such time shall be pro-rated in one-quarter hour increments.
 - c. In the event the total cost of a pickup at a state agency is less than the minimum charge amount stated on the Pricing Pages of the contractor's awarded proposal, the contractor shall invoice for the minimum charge amount in lieu of the applicable firm, fixed prices stated on the Pricing Pages of the contractor's awarded proposal.



-
- 2.7.3 Payments – After acceptance and approval of the invoice and services provided, each state agency utilizing the contract shall pay the contractor in accordance with the applicable firm, fixed prices stated on the Pricing Pages of the contractor’s awarded proposal.
- a. The contractor shall understand and agree that each state agency utilizing the contract shall be solely responsible for payment for only those services provided to that agency.
 - b. In the event the total payment due to the contractor for the pickup of fluorescent bulbs or non-rechargeable batteries is less than the firm, fixed minimum charge amount stated on the Pricing Pages of the contractor’s awarded proposal, the contractor shall be paid the firm, fixed minimum charge amount in lieu of the applicable firm, fixed unit prices.
- 2.7.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.8 Missouri Statewide Contract Quarterly Administrative Fee: (Refer to the RFP for the requirements).**
- 2.9 Missouri Statewide Contract Quarterly Administrative Fee Report: (Refer to the RFP for the requirements).**
- 2.10 Missouri Statewide Contract Quarterly Usage Report: (Refer to the RFP for the requirements).**