

**REQUEST FOR PROPOSAL**

**WASTE HAULING SERVICES**

**RFP No.: RFPWHCON0120**

**Title: WASTE HAULING SERVICES – ST. LOUIS AREA DISTRICT PARTNERSHIP**

**Issue Date: March 6, 2020 – Revised on March 25, 2020**

This document constitutes Rockwood, Parkway, Pattonville, Hazelwood, Webster Groves and Special School District’s (hereafter called the “Partnerships” or “Districts”) Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide trash hauling, and or/single stream recycling services, and/or food waste composting services, and/or document destruction and recycling services, and/or e-scrap recycling services as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE UPLOADED TO VENDORREGISTRY.COM ~~RECEIVED~~ NO LATER THAN: 2:00 PM, CST, ON ~~APRIL 3, 2020~~ APRIL 15, 2020. Proposals submitted after that time and date will be rejected.**

~~If the~~~~District is unexpectedly closed on the schedule bid opening date due to weather or unforeseen circumstances, the bid opening will automatically occur on the next regular working date at 2:00 pm prevailing Central Time.~~

**~~PROPOSALS SHALL BE SUBMITTED TO:~~**

~~Coordinator of Purchasing~~

~~Rockwood School District~~

~~111 East North Street~~

~~Eureka, Missouri 63025~~

**All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:**

Brenda Kirchhoefer

Coordinator of Purchasing

Rockwood School District

111 East North Street

Eureka, Missouri 63025

kirchhoeferbrenda@rsdmo.org

636.733.2045

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the District’s School Boards, any administrators, staff or employees of the Districts is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the Districts.

**Important Dates**

 **RFP Issue Date: March 6, 2020**

 **Deadline for RFP Clarification March 20, 2020**

**Proposal Due Date ~~April 3, 2020~~ April 15, 2020 at 2:00 PM CST**

 **Contract Commencement Date July 1, 2020**

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**I.** **RFP INSTRUCTIONS AND CONDITIONS**

1. **INTRODUCTION**

The Parkway, Rockwood, Pattonville, Hazelwood, Webster Groves and Special School Districts are working collaboratively to solicit request for proposals for trash hauling services, and/or single stream recycling services, and/or food waste composting services, and/or document destruction and recycling services, and/or electronic scrap (e-scrap) recycling services for the 2020/21, 2021/2022, 2022/23 school years, and possibly for an additional two (2) years. Throughout this Request for Proposal (RFP) there will be instances that may pertain to only the Parkway School District (PSD), only the Rockwood School District (RSD), only the Pattonville School District (PVSD), only the Hazelwood School District (HSD), only the Webster Groves School District (WGSD) only the Special School District (SSD) or all Districts, which will be referred to as the "Partnership" or “Districts”.

1. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. ~~In order to be considered, proposers must submit six (6) hard copies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.:~~ **~~RFPWHCON0120~~**~~. Proposals shall be delivered to:~~

~~Coordinator Purchasing~~

~~Rockwood School District~~

**~~RFPWHCON0120~~**

~~111 East North Street~~

~~Eureka, Missouri 63025~~

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~~If the Rockwood District is unexpectedly closed on the schedule bid opening date due to weather or unforeseen circumstances, the bid opening will automatically occur on the next regular working date at 2:00 pm prevailing Central Time.~~

B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the Districts may properly evaluate the Proposer's capabilities to provide the required services.

~~Electronic or~~ Facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):

(1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).

(2) If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.

(3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.

(4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the Partnership.

(5) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer’s total cost for the services to be provided.

1. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the Partnership for card acceptance.
2. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.

D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.

G. Proposers must attach a statement indicating if your company proposes to use subcontractors for any aspect of the contract and identify the proposed subcontractor in detail. No subcontracting shall be permitted without prior written approval by the District. In addition, no changes in subcontractors will be permitted without written approval by the District.

H. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

1. **PRE-PROPOSAL MEETING**

A pre-proposal meeting is not currently scheduled. Potential bidders requiring clarification of proposal requirements shall contact Rockwood School District’s Coordinator of Purchasing by 4:00 PM CST on March 20, 2020. All District responses to bidder’s questions will be posted via Rockwood School District’s RFP website link.

1. **AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the Partnership, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed.

Parkway, Rockwood, Pattonville, Hazelwood, Webster Groves and Special School District all reserve the right to accept or not accept any portion (waste hauling, single stream recycling, food waste composting, document destruction, e-scrap recycling) of the proposals submitted if it is deemed in any one District’s best interest to do so, and to pursue trash hauling and/or recycling services for each respective District. The Partnership also reserves the right to choose a different vendor for each service, or combine various services depending on what is in the best interest of the districts.

The Partnership may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the Partnership be required to explain the evaluation process or award selection to any Proposer.

The Partnership may inspect the Proposer’s facilities to ensure the proposer can provide the necessary services specified under the agreement.

1. **RIGHT TO REJECT**

The Partnership reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

1. **PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

1. **COST OF PREPARATION**

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

1. **OWNERSHIP OF SUBMITTALS**

All completed proposals submitted in response to this RFP become the property of the Partnership upon submission. Each district may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and each individual district.

1. **RFP INTERPRETATION**

Interpretation of the wording of this RFP will be the responsibility of the Partnership and that interpretation will be final and binding.

1. **PRICE**

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. All pricing will be comprehensive. No fees will be accepted unless explicitly agreed to by the respective partnering district. Unacceptable fees include, but are not limited to: delivery fees, fuel surcharges, blocked container fees, container relocation fees, environmental fees, etc.

Any price increase implemented during the term of the contract will not be paid or approved without a 30-day notice and the approval of the respective Purchasing Manager(s). An escalation increase in price will be for cost only. A percentage increase in profit and overhead will not be acceptable.

**CONTRACT**

The successful Proposer may be required to enter into a written contract with the respective partnering district which will include, but not be limited to, the scope of services described herein. It is anticipated the contract term will commence on July 1, 2020 and continue through June 30, 2023. At the end of the initial term, each partnering district shall have an option to renew the contract for up to (2) additional twelve-month terms. No contract auto-renewals will be permitted under any circumstance.

1. **INSURANCE**

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability $ 1,000,000 per person per occurrence

 (Including Contractual Liability)

 $ 1,000,000 property damage per occurrence

 $ 1,000,000 aggregate all claims per occurrence

Workers' Compensation As required by applicable law

Employer's Liability $ 1,000,000 per occurrence

Automotive Liability $ 1,000,000 per occurrence

Parkway, Rockwood, Pattonville, Hazelwood, Webster Groves and Special School Districts to be named as “Additional Insured”.

1. **TAXES**

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the Partnership.

1. **NO PARTICIPATION**

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

1. **USE OF INFORMATION**

A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of the Partnership and, when in tangible form, all copies of such information shall be returned to each respective district upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by the Partnership or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

B. No specifications, drawings, sketches, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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**II. SCOPE OF SERVICES**

The Parkway, Rockwood, Pattonville, Hazelwood, Webster Groves and Special School Districts are working collaboratively to solicit request for proposals for trash hauling services, and/or single stream recycling services, and/or food waste composting services, and/or document destruction and recycling services, and/or e-scrap recycling services for the 2020-21, 2021-22, 2022-23, school years, and possibly for an additional two (2) years.

Throughout this Request for Proposal (RFP) there will be instances that may pertain to only the Parkway School District (PSD), only the Rockwood School District (RSD), only the Pattonville School District (PVSD), only the Hazelwood School District (HSD), only the Webster Groves School District (WGSD), only the Special School District (SSD) or all Districts, which will be referred to as the "Partnership".

You are requested to pay close attention to the details of the RFP when submitting your proposal. This RFP may include a suggested level of service for waste hauling, single stream recycling, food waste composting service, e-scrap recycling and document destruction service. Suggested service levels may not be provided in some instances. To help accommodate, vendors will be asked to provide a per unit pricing that will pertain to the entire partnership. Vendors will also be allowed to provide their own ‘alternate’ recommendation and innovations for service for any or all of those categories.

 Vendors are not required to propose on all portions (waste hauling, single stream recycling, food waste composting, document destruction, e-scrap recycling).

The goals of these combined services are:

1. Maximize diversion from landfill

2. Have the lowest net impact on the environment

3. Increase environmental educational awareness / integration of students, staff, and faculty

4. Minimize the overall costs associated for accomplishing the above goals.

This Request for Proposal is for services at the locations noted on the attached sheets. Other locations not listed will also be applicable. Per unit pricing will be required to accommodate these locations. Also, on the attached sheets is the proposed number of pick-ups each week and size of containers at each location. Containers at each location today may not agree with the attached sheets. After service is started, variation in containers or rearrangement as to container combinations and number of pick-ups may be necessary.

The proposal is to be figured on a cubic yard rate per school and listed on space provided on the attached sheets plus cost per school per month. The schedule is divided into two (2) parts, regular school year and summer pick-ups as defined on the attached sheets. The time frame for the regular school year and summer pick-ups may be adjusted as needed.

1. **MUNICIPAL ORDINANCES**

Vendor is responsible for adhering to all federal, state and local ordinances pertaining to trash hauling in these locations. This includes municipal ordinances limiting the time of pickups. **It is the vendor’s responsibility to be aware and adhere to these ordinances.**

1. **WASTE/SINGLE STREAM RECYCLING CONTAINERS**

Vendor must provide new or like new containers/dumpsters at each location. All containers at each location will be of the same color. All containers must contain signage, warning individuals to not climb on or into containers. All recycling containers must be clearly labeled that the container is for single stream recycling only. Images of acceptable materials on the label are preferred. Containers shall be cleaned, painted and/or repaired by the vendor on request of Parkway, Rockwood, Pattonville, Hazelwood, Webster Groves or Special School District Facilities Departments. An annual cleaning of trash and recycling dumpsters will be required and provided over the summer break. Service must be included at no additional cost.

All containers must be at least four (4) yards, except where listed. An increased number of small containers cannot be arbitrarily substituted. Parkway School District only, requires two 20-yard roll-offs for non-hazardous waste. Non-hazardous, standard roll-off containers of various sizes may be needed on a temporary or as needed basis at any partnering location.

1. **WASTE HAULING**

Haulers must use a permitted landfill that is in compliance with all federal, state, and local laws / regulations and indicate which landfills waste will be disposed at.

Drivers must have a proven safety record. Drivers are to adhere to all safety laws, noise ordinances, speed limits, etc. Any safety incident occurring on site must be reported immediately to the respective district’s point of contact. Upon emptying a dumpster/container/bin into a truck, any material that does not enter the truck and falls onto the site must be cleaned up appropriately by the driver.

Vendors proposing on waste hauling are not required to also propose on any other waste hauling type. The Partnership reserves the right to separate the services with multiple vendors. If a sub-contractor is used, the company must be identified and the vendor must indicate the markup amount.

1. **SINGLE-STREAM RECYCLING**

Materials required to be collected via single stream recycling are listed below. Anticipated frequency of pickups may be different than stated on the bid form. Bid form is an electronic Excel document which must be filled out by each vendor. No volume is guaranteed.

Partnering districts may include a 4, 6, or 8-yard bin to be placed on each location site for the purpose of serving as a community drop off bin. The vendor will be required to permit community drop off recycling for these bins. It is anticipated that vendors will use the higher volume of recyclables to increase the value of the service to the partnership. The districts that are utilizing community drop off bins include, but are not limited to Parkway and Pattonville districts.

The Partnership integrates recycling into student activities. The partnership requests vendors to provide a full description of how their company may accommodate student involvement.

Please provide a full description on how your company will proactively, regularly, report volumes of collected recyclables to partnering districts at no additional cost.

Drivers must have a proven safety record. Drivers are to adhere to all safety laws, noise ordinances, speed limits, etc. Any safety incident occurring on site must be reported immediately to the respective district’s point of contact. Upon emptying a dumpster/container/bin into a truck, any material that does not enter the truck and falls onto the site must be cleaned up appropriately by the driver.

Vendor must use a permitted Recycling Center that is in compliance with all federal, state, and local laws and regulations. If a sub-contractor is used, the company must be identified and the vendor must indicate the markup amount. Vendors proposing on single-stream recycling are not required to also propose on waste hauling or scrap metal recycling. Each partnering district reserves the right to separate the services with multiple vendors. In order for adequate comparison between vendors, variable rebates will not be allowed in the proposal for single-stream recycling. Proposals for suggested service will be on fixed monthly net cost. Proposal ‘alternates’ may include rebates provided that a full description / formula is provided on how rebates are figured on a monthly basis.

Single-Stream Recycling Materials Must Include:

|  |  |
| --- | --- |
| Mixed Office Paper | Kraft Paper |
| Books | Newspaper |
| Cardboard | Plastic 1-7 (no EPS) |
| Chipboard | Aluminum Cans, Trays and Foil |
| Magazines | Steel (Tin) Cans and Containers |
| Catalogs | Aseptic Packaging |
| Glass Containers (no lab glass) |  |

1. **COMPOSTING**

The composting service is for pick-up and dumping of school food waste, compostable lunch trays, compostable side containers, compostable cutlery, and other compostable materials. Also, within the specifications is the number of pick-ups each week and size of containers at each location. Vendor must provide containers at each location. Parkway and Pattonville School Districts expect the vendor to provide consultation to identify the best combination of service dates and bin sizes to be the most cost effective solution to the district. The price sheet is the best anticipated estimate for the coming school year, but is adjustable following bid award.

After service is started, variation in containers or rearrangement as to container combinations and number of pick-ups may be necessary. Vendor is responsible for adhering to all federal, state and local ordinances pertaining to food waste hauling and composting in these locations. All containers must be in like-new condition. All containers at each location will be of the same color. The containers shall be cleaned, painted and/or repaired by the vendor on request of the partnering district. All containers must be at least sixty-five (65) gallons, unless prior approval is agreed upon by the partnering district. An increased number of small containers cannot be arbitrarily substituted. The proposal is to be figured on a per service container rate per school and listed on space provided on the attached sheet plus cost per school per month. The time frame for the regular school year pick-ups may be adjusted as needed – based on holiday schedules.

Pickups must be completed in a time frame that allows for bins to be ready at least 30 minutes prior to the start of the school’s first lunch period. All dumpsters must be cleaned and sanitized, swapped with a clean and sanitized bin, or emptied using a compostable liner that is provided by the vendor leaving the bin clean and sanitized, at every time prior to an empty bin being swapped for a full bin. Vendors are allowed to instead provide compostable liners for the bins that are compliant with the composting facilities ability to compost the liners. If this option is being chosen by the vendor, that cost must be included in the bid price. Extra costs and/or fees are not acceptable. All containers serviced by the vendor must be in a condition that is compliant with any applicable St. Louis County Health Codes or other laws and regulations governing the sanitary conditions of materials and equipment that are present within a food service area.

Drivers must have a proven safety record. Drivers are to adhere to all safety laws, noise ordinances, speed limits, etc. Any safety incident occurring on site must be reported immediately to the respective district’s point of contact. Upon emptying a dumpster/container/bin into a truck, any material that does not enter the truck and falls onto the site must be cleaned up appropriately by the driver.

Haulers must use a permitted food compost facility that is in compliance with all federal, state, and local laws / regulations. Vendors must indicate which food compost facility waste will be disposed at. If a sub-contractor is used, the company must be identified and the vendor must indicate the markup amount.

1. **DOCUMENT DESTRUCTION**

The contractor shall shred and recycle records which shall include, but not necessarily be limited to, any or all of those items listed on Attachment. For purposes of this document, “records” shall be used to define those items to be shredded. The contractor shall understand that the Partnership shall, at any time throughout the contract, accompany the contractor during any collection, hauling, weighing, or shredding process being conducted by the contractor. The contractor shall not restrict or in any way limit the Partnership’s right or ability to oversee any and all services provided by the contractor.

The contractor shall perform shredding services for each applicable Partnership facility on an as needed basis or on a regular scheduled basis as mutually agreed upon between the contractor and the Partnership.

The contractor shall collect all records from an identified location, weigh all records using a certified scale, shred completely, and provide the Partnership with a Certificate of Destruction and weigh ticket. At a minimum, the Certificate of Destruction must include the name and address of the facility, date of service, weight of records shredded, service representative name, and truck number.

The contractor shall shred all records to a maximum size of no greater than particles one square inch. However, if requested by the Partnership and if the contractor is capable (as specified on the Response Form), the contractor shall shred records to a maximum size of 5/16”. All destroyed paper MUST be recycled. Any vendor not recycling destroyed material will be ineligible from the bid.

In the event the contractor shreds the records on-site, the contractor shall clean up the immediate shredding area and ensure that all loose material particles are collected and removed each time shredding services are performed.

Drivers must have a proven safety record. Drivers are to adhere to all safety laws, noise ordinances, speed limits, etc. Any safety incident occurring on site must be reported immediately to the respective district’s point of contact. Upon emptying a dumpster/container/bin into a truck, any material that does not enter the truck and falls onto the site must be cleaned up appropriately by the driver.

In most cases, records to be shredded will either be in boxes in a locked storage area at the District facility or placed into lock boxes provided by the contractor. Therefore, the contractor, with accompaniment by a District designee, shall transport the records on carts or other method from each storage area to the contractor’s truck on-site. The contractor shall load and unload all records without assistance from District personnel.

The contractor shall handle and transport all records in covered containers to insure that no record is lost or mislaid en route.

If requested, the contractor shall remove and/or recycle of all cardboard boxes that were used to contain the records. The contractor is encouraged to reuse or recycle all cardboard boxes.

The contractor shall understand and agree that the District requires flexibility in the arrangements and methods for the collection of records on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with each District department and designee in seeking and obtaining the arrangements and methods of collection.

The contractor shall supply locked security containers for the collection of records in the size(s) and quantity specified by the applicable District facility. The contractor shall provide all containers free of charge. Unless determined otherwise at a later time, or if specified differently on the electronic excel bid form, contractor will provide all elementary schools with one (1) secure console, all middle schools with two (2) secure consoles, all high schools with three (3) secure consoles, and all support buildings with three (3) secure consoles. Facility locations can be found on attached form.

Each container shall have a drop-slot and a key-locked dead bolt or combination lock. The contractor shall place each container in the location requested by the District, provided that placement is in accordance with applicable fire codes.

The contractor shall submit a letter to the applicable District facility guaranteeing that the confidentiality of all such records were maintained from the time of collection until the records were shredded and that none of the records were read or copied by the contractor or contractor’s personnel prior to such destruction.

Contractor must be NAID Certified and provide documentation verifying this.

1. **ELECTRONICS SCRAP RECYCLING**

Electronics Scrap (e-scrap) Recycling is an important option required by the partnership. As technology expands within our schools, so does the need to responsibly dispose of electronic materials when deemed necessary by respective districts. All schools and public agencies in Missouri are required by law to properly manage certain discarded electronics. It is understood that there are valuable and sometimes hazardous materials in electronic devices. In order to ensure the proper disposal of electronics scrap, the partnership is requiring that vendors must provide documentation of either the R2/RIOS or e-Stewards certification programs with their bid response. This is to demonstrate that the vendor is operating with high standards for environmental protection, worker health and safety, data privacy, and facility security.

Requirements for the e-scrap recycling vendor are as follows:

1. Ability to pick up electronic equipment from a single location per district as needed, at a minimum quarterly basis.
2. Provide all services to dispose of the equipment, including but not limited to, complete elimination of software and data on hard drives and equipment memory.
3. Properly wipe the technology equipment of all information following the highest standard of security.
4. Will accept any electronic item, including, but not limited to:
5. Desktop computers, laptop computers, tablets, and servers.
6. Peripheral equipment such as monitors, printers, scanners, drives, and storage devices, etc.
7. Communication devices such as desktop phones, cell phones, fax machines, telecommunications equipment, audio equipment, etc.
8. Consumer electronics such as televisions, DVD players, camcorders, cameras, stereo systems, radios, calculators, batteries, etc.
9. Media to include disks, drives, CDs/DVDs, etc.
10. Agree that there is no guarantee of the quality, specifications, or quantity of equipment. Any references to equipment quality, specifications, or quantities are best estimates given in good faith.
11. Assist in obtaining the best value return in compensation for the surplus property.
12. Documentation and reporting including certificates of data destruction, certificates of recycling, or certificates of disposal.
13. Registered with Missouri Department of Natural Resources a Registered Electronics Recycling Business, certified Responsible Recycling (R2) Standard for Electronics Recyclers, or certified e-Stewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-stewards)
14. **ADDITIONAL QUALIFIER(S):**

The Partnership is committed to environmental stewardship. The successful vendor must partner with the school districts in this effort. The Partnership's concern is that only that portion of our waste that is absolutely necessary finds its way to a landfill (recycling). Also, that the landfill(s) that are used meet or exceed EPA requirements. Therefore, the waste hauler proposing on this contract must identify the primary and secondary landfill where all partnerships waste will be deposited.

These landfills must:

1. Have polyethylene plastic liners
2. Have a leachate collection system
3. Have EPA approved leachate treatment process
4. Have ground water monitoring/reporting processes
5. Methane gas recovery well (preferably gas to energy system in place)
6. Otherwise comply with all applicable local, state, and Federal statutes

Additionally, the Partnership values the importance of environmental educational integration with regards to recycling and waste reduction. Vendors proposing on this portion of the contract must fully describe how the vendor will work with the Partnership to achieve educational awareness. Please attach a separate sheet describing the vendor’s approach.

The Partnership also values the importance of monitoring and verifying the amount of material diverted from landfill. Vendors proposing on this portion of the contract must fully describe how the vendor will monitor and verify the amount of material that is recovered for recycling and composting purposes. Also, indicate the amount of tons the vendor estimates that their program will recover for recycling and composting purposes as to determine the effectiveness with regards to existing programs pertaining to each school district. Please attach a separate sheet describing the vendor’s approach.

1. **IMPLEMENTATION**

Implementation and vendor transition may begin as early as June 22, 2020. However, each district within the partnership may have individual internal approval processes that must be followed first. Any awarded vendor is required to coordinate professionally, thoroughly and without any disruption of service with the current incumbent vendors. If it is determined that the above criteria are not met, it may result in the debarment of the vendor from future bids, cancellation of the agreement and liquidated damages amounting to twice the value of the service period where there was an unacceptable lapse in service.

1. **DISCONTINUATION OF SERVICE:**

Be advised, however, that termination could occur under the following conditions:

1. Lack of appropriate funds, or dissolution of the user office, or any reason of concern from a partnering district. A written discontinuance notice will be issued by an authorized purchasing official of each partnering school district.
2. Poor or non-performance on the part of the successful vendor by giving the vendor thirty (30) calendar days’ notice of intent to cancel. Cancellation may occur at either the partnership or district level.
3. **SUMMER SERVICE LEVELS:**

Summer break schedules will be reduced to a service level agreed to by each partnering district. The level of reduction may vary depending on whether summer school is being hosted at the respective location. The vendors will credit the districts for the reduced level of service based on the per yard per month cost provided.

For composting services, a similar reduction in service will also occur over winter and spring breaks. The awarded vendor will credit the districts for this reduced service at the rate provided.

1. **PROPOSAL METHOD:**

Are you proposing on all Districts? Individual Districts?

If proposing by individually, please list Districts being proposed

1. **ALTERNATES:**
2. Vendors proposing on any of the portions may have the opportunity to propose alternates on how best to achieve the goals outlined above. Please attach any proposal the vendor may have using their expertise on the matter.

**III. CONTRACT TERMS AND CONDITIONS**

**INTRODUCTION TO THIS SECTION**

The successful Proposer may be expected to enter into a written contract with each partner District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of each partner District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about July 1, 2020 and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

**WARRANTY FOR SERVICES**

Contractor warrants and represents to each partner District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

**REMEDIES FOR UNSATISFACTORY SERVICES**

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, each partner District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to each partner District shall be deemed to be mutual and severable, and not exclusive.

**INSURANCE**

A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, workers’ compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

B. Each partner District shall be included as an additional insured on all required insurance policies, except Workers’ Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.

C. Certificates of insurance of Contractor's insurance coverage shall be furnished to each partner District at the time of commencement of the Services.

D. All such insurance shall provide for notice to each partner District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

**TERMINATION**

A. Each partner District or the partnership may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.

B. In the event of a breach of this Agreement by either Contractor or each partner District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

**INDEMNITY**

Contractor agrees to indemnify and hold harmless each partner District and the members of its Board of Education, and the District’s officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor’s actions or omissions relating to this Agreement, or arising out of Contractor’s breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

**FISCAL FUNDING**

While the parties intend for the term of this Agreement to be three years (3) years, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to each partner District, are not able to be appropriated by the District or cannot be budgeted by the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Contractor prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Contractor for the services performed up to the date of termination.

**GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

**REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, the Rockwood’s Coordinator of Purchasing and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other partner District administrators, officers and employees as directed, or as may be necessary or appropriate.

**ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor’s successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the Partnership. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve each partner District of any and all obligations or liability hereunder.

**LICENSES AND PERMITS**

Contractor shall obtain at Contractor’s expense all licenses and permits necessary to perform the Services.

**CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable partner District policies and regulations.

Contractor agrees that any employee acting on behalf of the contractor and performing duties on partner District property will adhere to District policies related to staff conduct, including but not limited to: banning the use of tobacco on District property, drug-free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will perform background screening on each staff member to ensure that they are not on a sexual offender or predator list.

**INDEPENDENT CONTRACTOR**

Each partner District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor’s duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor’s Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor’s employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the Districts.

**FEDERAL WORK AUTHORIZATION PROGRAM**

As an independent contractor of the District, Contractor will provide documentation and a sworn affidavit that all employees of Contractor are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986.

Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo, definition of a “business entity” (<http://revisor.mo.gov/main/PageSelect.aspx?section=285.530>) the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

1. **CONTRACTOR’S PERSONNEL**

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.

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. The state may also withhold up to twenty-five percent of the total amount due to the Contractor.

The Contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Contractor shall, prior to the performance of any services as a business entity under the contract:

1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
2. Provide to the District the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
3. Submit to the District a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**EXHIBIT A**

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**

**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The Proposer must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

|  |
| --- |
| BOX A: To be completed by a non-business entity as defined below.BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [www.e-verify.gov/](https://www.e-verify.gov/).BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

**Business entity,** as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

|  |
| --- |
| BOX A – CURRENTLY NOT A BUSINESS ENTITY |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)* I am a self-employed individual with no employees; **OR**
* The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (RFP/RFQ Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Rockwood School District with all documentation required in Box B of this document. |
|  |  |  |  |  |
|  | Authorized Representative’s Name(Please Print) |  | Authorized Representative’s Signature |  |
|  |  |  |  |  |
|  | Company Name (if applicable) |  | Date |  |

**EXHIBIT A, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

|  |
| --- |
| **BOX B – CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530. |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | Authorized Business EntityRepresentative’s Signature |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
|  | E-Mail Address |  |  |  |
| As a business entity, the consultant/contractor must perform/provide each of the following. The consultant/contractor should check each to verify completion/submission of all of the following:* Enroll and participate in the E-Verify federal work authorization program (Website: [www.e-verify.gov](http://www.e-verify.gov/); Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
* Provide documentation affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the consultant’s/contractor’s name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed, at minimum, by the consultant/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the consultant’s/contractor’s name and company ID, then no additional pages of the MOU must be submitted; AND
* Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this document.
 |

**EXHIBIT A, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The consultant/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name)does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Authorized Representative’s Signature |  | Printed Name |
|  |  |  |
|  |  |  |
| Title |  | Date |
| E-Mail Address |  | E-Verify Company ID Number |

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I am

 (DAY)(MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of

 (NAME OF COUNTY)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and my commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(NAME OF STATE) (DATE)

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Notary |  | Date |

**EXHIBIT A, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

|  |
| --- |
| **BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS** |
| I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.* The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the consultant’s/contractor’s name and the MOU signature page completed and signed by the consultant/contractor and the Department of Homeland Security – Verification Division
* A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University**\* to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Previous **RFP/RFQ Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if known) |
|  |  |  |  |  |
|  | Authorized Business Entity Representative’s Name (Please Print) |  | Authorized Business EntityRepresentative’s Signature |  |
|  |  |  |  |  |
|  | E-Verify MOU Company ID Number |  | E-Mail Address |  |
|  |  |  |  |  |
|  | Business Entity Name |  | Date |  |
|  |  |  |  |  |
| **FOR STATE USE ONLY** |  |  |  |
| Documentation Verification Completed By: |  |  |  |
|  |  |  |  |  |
|  | Buyer |  | Date |  |
|  |

**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda.

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

Years in Operation Years under current structure and/or under previous structure

1. Name of Company’s Officers:

|  |  |  |
| --- | --- | --- |
| NAME |  | TITLE |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | DateAcknowledged |  | Signature |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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1. The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

|  |  |
| --- | --- |
|  |  |
|  | Company Officer’s Name |
|  |  |
|  | Signature Date |