

**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
GENERAL SERVICES PROGRAM
REQUEST FOR PROPOSAL (RFP)**

RFP NO.: 3445-001

TITLE: Air Sampling and Laboratory Analytical Services

ISSUE DATE: 02/20/13

RETURN PROPOSAL NO LATER THAN: 02/28/13 AT 2:00 PM CENTRAL TIME

BUYER: Denise Massman

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MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Department of Natural Resources' General Services Office (1101 Riverside Drive, Jefferson City, Missouri) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:
(U.S. Mail or Courier Service)
Missouri Department of Natural Resources
General Services Program
1101 Riverside Drive, P.O. Box 176
Jefferson City, MO 65101

CONTRACT PERIOD:

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

*Missouri Department of Natural Resources
Solid Waste Management Program
1730 E. Elm Street
Jefferson City, Missouri 65102*

The offeror 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 RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Department of Natural Resources or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

Air Quality Sampling and Accredited Laboratory Services
Request for Proposal
February 19, 2013

1. INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of air sampling and laboratory analytical services as set forth herein. Specifically, services provided will be used to quantify specific compounds. Concentrations of these compounds in air at various locations will be compared to health-based screening standards for assessment of whether health risks are associated with air emissions at the sampling locations and to identify possible odor constituents.

1.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits A – K
- 6) Attachments 1-4
- 7) Terms and Conditions

1.2. Background Information:

1.2.1 The Missouri Department of Natural Resources, Division of Environmental Quality, Solid Waste Management Program is responsible for the permitting and regulatory compliance and enforcement activities related to solid waste disposal areas. As part of our regulatory oversight responsibilities, the Missouri Department of Natural Resources, Division of Environmental Quality, Solid Waste Management Program (hereinafter “the Program”) requires the services of a well-qualified contractor to provide air sampling collection and laboratory services to ensure timely sampling and analysis regardless of sample load and/or laboratory availability.

1.2.2 A contract has not previously existed for the services being obtained via this RFP.

1.2.3 At this time, a specific site has been identified and contract services may be utilized for air sampling collection and laboratory analytical services to ensure timely sampling and analysis occurs.

1.2.4 The West Lake Landfill site is located on 200+ acres in Bridgeton. This site is no longer accepting waste for disposal, but a portion of the facility is permitted as a solid waste processing facility transporting municipal wastes to other landfills. The entire site was listed on the federal Superfund National Priorities List in 1990 and contains several different landfill areas.

- Radiologically contaminated cells, referred to as Operable Unit 1.
- Inactive cells with a mixture of debris, referred to as Operable Unit 2.
- Inactive sanitary municipal solid waste cells, commonly known as Bridgeton Sanitary Landfill.
- Demolition debris cells, referred to as Closed Demolition Landfill.

The Bridgeton Sanitary Landfill, owned by Bridgeton Landfill LLC, is a subsidiary of Republic Services Inc., and the Closed Demolition Landfill are regulated by the Missouri Department of Natural Resources' Solid Waste Management Program. Bridgeton Sanitary Landfill is located at 13570 St. Charles Rock Road in Bridgeton, Missouri. Initially permitted on Nov. 18, 1985, this landfill ceased accepting waste on Dec. 31, 2004. The landfill waste mass encompasses approximately 52 acres with approximately 240 feet below the ground's surface and a total waste thickness of 320 feet. The waste is located in two distinct areas known as the North and South Quarries. Bridgeton Sanitary Landfill lies within the boundaries of the West Lake Landfill.

Historically, Bridgeton Sanitary Landfill has experienced high methane levels. Enforcement actions occurred in 2004 and in 2010 when the landfill had methane concentrations exceeding the regulatory limit at the property boundaries. The landfill has increased the number of extraction wells in order to control the methane gas generated on-site. These corrective actions significantly reduced methane readings in the wells historically exceeding regulatory limits. However, wells continued to have concentrations above the regulatory limit. The Solid Waste Management Program continues to work with Bridgeton Sanitary Landfill on developing and implementing a remedial plan focused on reducing methane concentrations in monitoring wells at the property boundary and controlling the gas by containing it on-site.

On Dec. 23, 2010, Bridgeton Sanitary Landfill reported to the Solid Waste Management Program that the landfill was experiencing elevated temperatures on some gas extraction wells. In January 2011, the facility began testing landfill gas from the gas extraction system and found elevated hydrogen and carbon monoxide and reduced methane concentrations, which is indicative of a subsurface smoldering event. Additionally, in January 2011, the Solid Waste Management Program tasked the facility owner with researching, designing and implementing actions to isolate the area with elevated temperatures to prevent expansion of the subsurface smoldering event. For additional information about corrective action at the landfill during 2011 and 2012, please visit the program's website at <http://dnr.mo.gov/env/swmp/facilities/bridgetonsanitarylandfill-dnr.htm>. In early spring 2012, the subsurface smoldering event appeared to intensify as evidenced by rapid settlement, an increase in odors and additional gas extraction wells with higher temperatures.

The Bridgeton Sanitary Landfill is experiencing a subsurface smoldering event which has recently intensified, resulting in a significant increase in odor complaints and concern regarding potential contaminants in the on-site and off-site air. Corrective actions that the landfill owner is implementing are expected to increase the emissions and odors in the short-term.

- 1.2.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1. General Requirements:

- 2.1.1 The contractor shall provide air sampling collection and laboratory analysis services of air samples for the program, in accordance with the provisions and requirements stated herein. The analytical data resulting from services provided under this contract must be of a quality such that it may be admissible and defensible if presented in litigation as evidence.
- 2.1.2 The contractor shall perform all services to the sole satisfaction of the program.
- 2.1.3 The contractor shall provide the services for the entire State of Missouri on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use

contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to, at its own discretion, obtain alternate services elsewhere.

- 2.1.4 The contractor shall provide air sampling services which meet or exceed the standards set by the latest edition of each of the following:
- a. US EPA's TO-9A, TO-11A, TO-13A, TO-15 and TO-17.
Link: <http://www.epa.gov/ttnamti1/airtox.html>
 - b. US EPA's Method 3C.
Link: <http://www.epa.gov/ttn/emc/promgate/m-03c.pdf>
 - c. NIOSH Method 7904.
Link: <http://www.cdc.gov/niosh/docs/2003-154/pdfs/7904.pdf>
 - d. NIOSH Method 6009.
Link: <http://www.cdc.gov/niosh/docs/2003-154/pdfs/6009.pdf>
 - e. NIOSH Method 5506.
Link: <http://www.cdc.gov/niosh/docs/2003-154/pdfs/5506.pdf>
 - f. NIOSH Method 2549.
Link: <http://www.cdc.gov/niosh/docs/2003-154/pdfs/2549.pdf>
 - g. OSHA Method ID-188.
Link: <http://www.osha.gov/dts/sltc/methods/inorganic/id188/id188.html>
 - h. ASTM D5504 - 12 "ASTM Standard Test Method for Determination of Sulfur Compounds in Natural Gas and Gaseous Fuels by Gas Chromatography and Chemiluminescence."
- 2.1.5 The contractor must be proficient in collecting air quality samples for all of the analytes identified in Attachment 1 and must have access to all necessary equipment.
- 2.1.6 The contractor and any proposed subcontractor(s) shall be competent to mobilize, set-up air sampling equipment on-site, collect air samples, transport samples, analyze air samples and report the results of such air sampling.
- 2.1.7 The contractor and any proposed subcontractor(s) combined shall have the capability to perform 100% of the air sampling collection and analyses services included for the parameters for those compounds listed in Attachment 2.
- 2.1.8 The contractor shall provide air sampling collection and laboratory services for assessment of short-term ambient concentrations of selected air toxics (including chemicals regulated as hazardous air pollutants (HAPs)) in the vicinity of the landfill and the associated risks to human health; providing timely assessment of potential risks to human health for individuals living or working in the vicinity of the landfill; determining whether contributions from landfill emissions can be distinguished from the contributions of other background sources; and providing analytical data and reports to the program.
- 2.1.9 The program has identified a need and plans to acquire air sampling and laboratory services for the area surrounding and including Bridgeton Sanitary Landfill which is owned by Bridgeton Landfill Inc., which is a subsidiary of Republic Services, Inc. Contractors or subcontractors having a contractual or other relationship with Republic Services, Inc. or any of its subsidiary

companies are required to disclose such relationships in the tabular format provided in Exhibit A, Offeror Information, Contractual or Other Relationships with Republic Services, Inc. and its subsidiary companies. The program reserves the right at its sole discretion to disqualify any bidder due to an existing relationship with Republic Services, Inc. or any of its subsidiary companies.

2.2. Contractor Air Sampling Collection and Laboratory Services Requirements:

2.2.1 The contractor's air sampling will consist of eighteen primary sampling sites as agreed upon with the program and at least one agreed upon meteorological station allowing for data related to wind direction and wind speed to be collected.

- a. Selection of the eighteen monitoring sites shall be based on various factors including a review of historical meteorological data for Bridgeton Landfill, proximity to landfill construction activities, public concerns, and site accessibility.
- b. Sampling collection methods are to be agreed upon by the contractor and the program prior to sampling collection. Some of the generally accepted collection methods are listed in Attachment 2.
- c. The contractor must be prepared to collect air samples for compounds identified in Attachments 1 and 2 from any or all locations identified by the program.

2.2.2 The contractor's air sampling collection services shall include, but not be limited to the following:

- a. Collecting air samples pursuant to Attachments 1 and 2 which identify the sample types (i.e., analytes) and the minimum equipment needed for each sample to be collected in a manner that is legally-defensible. Further, the attachment identifies the specific compounds to be analyzed for each sample class along with the preferred analytical method to be used and the preferred method reporting limit. The contractor must provide their laboratory's method reporting limits for each compound listed on Attachment 2.
- b. Providing SUMMA® canisters with a capacity of six (6) liters. The contractor must provide their Standard Operating Procedure (SOP) for certifying SUMMA® canisters for low level sample collection.
- c. Labeling all air samples in appropriate canisters or other sample media and preparing the canisters or other sample media for transport/shipment. The contractor shall be responsible for any damages to samples when the contractor has custody, including transport to subcontractors.
- d. Arranging for the shipment and delivery of air samples in accordance with approved standard operating procedures (SOPs).
- e. Providing all personnel, instruments, equipment, including SUMMA® canisters and other sample media, and other materials needed for collection of such air samples including packaging and labeling in accordance with approved and required standard operating procedures (SOPs) and applicable regulations and laws. All instruments and equipment shall be in good working condition and calibrated as specified in the appropriate method prior to use.
- f. Providing chain-of-custody (COC) forms to be included with each sampling episode.
 - i. A sampling episode shall be defined as one or more samples labeled, coded and appearing on the same chain-of-custody form(s).

- ii. If a chain-of-custody is multiple pages, this will be indicated on the chain-of-custody, i.e., page 1 of 3.
 - iii. Individual samples shall be identified using the contractor's unique sample identification numbers as detailed in the contractor's SOPs and as recorded on the chain-of-custody form or other agreed upon labeling method prior approved by the program.
- g. Uniquely identifying samples as noted on the COC.
- i. The contractor shall document any appropriate comments or observations related to sample quality on each chain-of-custody form or on any associated sample receipt forms if there are any problems related to the samples (e.g., if the custody seals were intact, sample temperature, and condition of samples on receipt, etc.).
 - ii. Any and all anomalies (i.e., temperature excursions, canister leaks, broken containers, etc.) shall be reported to the Program Project Manager within one working day of sample receipt, or as soon as the anomaly is detected, followed by a written notification within 48 hours.
 - iii. Conditions of sample receipt or other sample handling issues shall be included in the narrative of the analytical report.

2.2.3 The contractor's laboratory services shall include, but not be limited to the following:

- a. Providing chain-of-custody (COC) forms to be included with each sampling episode.
 - i. Any anomalies or incidents associated with the samples that occur after initial sample receipt shall be reported to the program's project manager or designee within 48 hours of occurrence.
 - ii. If a holding time violation is anticipated or has occurred, the program's project manager shall be notified immediately for approval to proceed or discard the analysis/entire sample.
- b. Providing laboratory services directly or through an approved subcontractor to conduct the required analyses of all air samples using the screening levels and method reporting limits, as detailed in Attachment 2.
 - i. The laboratory shall be responsible for analyzing provided samples in accordance with the agreed upon methods and SOPs.
 - ii. Updates to analytical methods shall be followed when provided and/or approved by the program.
 - iii. All laboratory procedures shall be performed in accordance with the appropriate analytical method. Any deviations, variances or modifications shall be equivalent or superior to the requirements of the analytical method and approved in writing, prior to use, by the program. Comprehensive documentation of these deviations, variances or modifications shall be included in the narrative of the report.
 - iv. The laboratory or laboratory subcontractor shall provide lab summary reports to the contractor, as applicable.
- c. Internal chain-of-custody records shall be maintained for all containers of all samples submitted under this contract.

- i. Laboratory custody shall begin with sample receipt.
 - ii. Each exchange of custody within the laboratory shall be documented with date, time, name of employee, and reason for transfer.
 - iii. Copies of the internal chains of custody shall be included in the data package when providing fully supporting documentation to the program, upon request.
 - iv. In addition to internal chain-of-custody records, the contractor shall maintain a laboratory signature log for all of its employees who come in contact with samples
 - v. The signature log shall include the typed name of every employee with his/her signature.
 - vi. A copy of the laboratory log shall be maintained at the laboratory and made available to the program upon request.
- d. Providing directly or through a subcontractor laboratory for all samples adequate documentation to support subsequent data quality assessments.
- i. Laboratory analysis of all collected samples must be in accordance with the approved SOPs.
 - ii. The contractor shall maintain chain-of-custody forms for all samples and shall ensure that all samples are handled properly and processed within the applicable holding times.
- e. Producing summary or fully-supported data packages, as required by the program.
- i. The contractor shall compare analytical results against health-based screening levels. In general, upwind and downwind samples are required to be compared against the EPA Regional Screening Level (RSL) for residential air, where one exists. On-site and source gas samples will be compared against the OSHA Permissible Exposure Limit (PEL), where one exists. Any compounds for which the detection result exceeds these respective values shall be listed in the summary report.
 - ii. The contractor shall compare the method reporting limit for upwind and downwind samples against the EPA Regional Screening Level (RSL) for residential air, where one exists. The method reporting limit for on-site and source gas samples will be compared against the OSHA Permissible Exposure Limit (PEL), where one exists. Any compounds for which the method reporting limit exceeds these respective values shall be listed in the summary report.
 - iii. On an as needed basis, the program shall have the right to contact the analyzing laboratory directly for clarification of the results of the sample analysis.
 - iv. The narrative of the report shall identify any problems encountered with the chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.
 - v. The contractor shall provide the results and summaries to the program based on the turn-around times as identified in Section 4.0, Pricing Page.

2.2.4 The contractor shall provide for the contractor and all proposed subcontractors either a hard-copy or a link to an electronic copy of the contractor's and all subcontractor's Quality Assurance/Quality Control Plans for air sampling collection and laboratory analysis services.

2.2.5 The contractor shall provide for the contractor and all proposed subcontractors either hard-copies or a link/links to electronic copies of the contractor's Standard Operating Procedures for air sampling collection and laboratory analysis services.

2.3. Contractor and Contractor Personnel Requirements:

2.3.1 The contractor shall provide a project-specific organizational chart identifying the contractor's key personnel and key subcontractor personnel, if applicable, proposed for the work as part of Exhibit A.

- a. The organizational chart should specifically include, but need not be limited to, all professional level personnel and project manager positions.
- b. The organizational chart should show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the program, and any subcontractor relationships.
- c. The organizational chart must be accompanied by a narrative identifying the function and responsibilities of each position identified in such organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).
- d. The contractor should describe the qualifications including education and experience of all key personnel designated in the project-specific organizational chart as assigned to the project as Exhibit C.
- e. The contractor may describe the qualifications including education and experience of all other personnel assigned to the project as Exhibit D.

2.3.2 The contractor shall furnish an on-site project manager who is knowledgeable of air sampling and has experience in conducting complex air sampling comparable to the services described herein.

- a. Project management shall include, but not be limited to, the following activities:
 - i. Supervision of the contractor's personnel and its subcontractors, if applicable;
 - ii. Administration of the contract, includes;
 - Preparation of itemized invoices;
 - Amending the contract;
 - Resolving any disputes between the contractor and the program; and
 - Complying with all contract terms and conditions.
 - iii. Scheduling meetings with the program, public meetings, conferences calls and health and safety and/or training sessions;
 - iv. Maintaining records and other supporting documentation; and
 - v. Preparation and submission of deliverables.
- b. The contractor's project manager shall be responsible for monitoring and compliance of services provided. The contractor's project manager shall keep the program's project manager informed of the sampling status through informal communication.
- c. Upon request by the program, the contractor's project manager shall report on the status of any service being provided before completion. When interferences and/or dilutions yield marginal results, those shall be reported to the program as soon as possible. The contractor's project manager shall then propose alternative analytical methods to accomplish the data quality objectives of the services being provided to the program.

- d. The contractor shall notify the program in writing of any changes in the assigned project manager. The program shall reserve the right to approve the person assigned as the contractor's project manager as well as require the replacement of that designee should he/she be found unresponsive to the program's inquiries or needs.
 - e. If the samples to be analyzed by the contractor are known or suspected to contain hazardous materials, substances or waste, it shall be the contractor's responsibility to take all necessary measures to ensure his/her employees' or subcontractors' employees' safety including provision of personal protective equipment.
- 2.3.3 The contractor shall provide additional personnel as necessary to successfully provide the required air sampling services described herein. The contractor's additional personnel shall have experience in carrying out the air sampling instructions provided by the project manager and have experience in conducting complex air sampling comparable to the services described herein.
- 2.3.4 The program will consider only experience that is relevant to tasks in support of services listed herein. The Contractor should include resumes (key personnel only) showing each assigned individual's education, registrations, accomplishments, and experience.
- 2.3.5 The contractor must describe the proposed approach to service management. Service management shall include, but is not limited to, supervision of the contractor's personnel, communication between the contractor and the program, meetings and training sessions, contract administration and preparation and submission of submittals and deliverables in general.
- 2.3.6 The contractor must provide an adequate health and safety training program for all personnel who shall provide services in accordance with the terms of the contract.
- a. The training program must, at a minimum, satisfy the safety guidelines and regulations set forth by the Occupational Safety and Health Administration (OSHA) Safety Guidelines and Regulations.
 - b. The contractor shall ensure and provide for the protection for the personal safety and health of all its personnel on a property site, including the selection, provision, testing, decontamination, and disposal of all Personal Protective Equipment (PPE) and any required medical monitoring.
 - c. The contractor shall comply with all applicable worker safety and health laws and regulations.

2.4. Company Qualifications and Experience:

- 2.4.1 The contractor should describe the company's qualifications and experience that are relevant to the proposed service tasks listed herein. Experience will be considered relevant if prior services major features include air analytical methods, and analytical/laboratory services. Both government and privately-sponsored work may be included.
- 2.4.2 The contractor should describe services provided or projects undertaken by his/her company during the past three (3) years from the proposal submittal date that are relevant to the proposed tasks. Experience will be considered relevant if prior projects major features included air analytical methods or an equivalent listed in Attachment 2 and laboratory analytical services. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

- a. The contractor's experience information should be submitted in the tabular format provided in Exhibit B or in a similar manner. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the contractor should provide:
 - i. The name and address of the client (sponsoring agency or company);
 - ii. The name, telephone number, and email address of the client's contact person;
 - iii. The project title and contract number;
 - iv. The starting and ending dates of the project (contract term);
 - v. The total dollar amount of the project; and
 - vi. A brief description of the project.
- b. Each contractor may include as many entries as he/she desires, however, only complete entries will be considered. Because the program will contact a representative sample of the listed clients as references during the evaluation process, contractors should verify that all client contact information and telephone numbers are current.

2.5. Contractor Performance Requirements:

2.5.1 At a minimum, the contractor must provide the air sampling collection and laboratory services specified herein and must provide a project manager on-site during sampling events. The timing and location of all samples will be coordinated with the program project manager. The contractor shall provide four (4) types of air sampling collection events. The following data related to number of planned events is provided for reference only. The program does not guarantee a minimum or maximum amount of work to be performed.

a. Periodic Sampling Events

At least once every calendar quarter on dates agreed upon by the program analyze for all 183 compounds in Attachment 2 at upwind, downwind and on-site locations and samples from the landfill's gas collection system. A total of eighteen sampling points shall be used for air sampling collection locations as part of each periodic sampling event. Two of the sampling locations will be close to the perimeter of the landfill, in order to evaluate emissions immediately upwind and downwind of the landfill. Since the community surrounding the landfill is concerned about the actual exposures that are occurring, the proposal must include quarterly background sampling events. Suitable sampling locations will be identified at a residence or business in each area, and located in a yard or rooftop in order to minimize contributions from local traffic. For planning purposes, no more than two (2) periodic sampling events will likely occur during the emergency contract period. However, the contractor must include a unit cost for such periodic sampling event as the program, at its discretion, may require additional periodic sampling events. Additionally, the contractor must include a unit cost for the addition of another sampling point (i.e., increase from 18 to 19, etc.)

b. Intensive Sampling Events

The periodic sampling events in 2.5.1.a. above will be supplemented with bi-weekly sampling events (i.e., an event that occurs every two weeks), which will consist of two 4 hour sampling periods over a single 24-hour period of which three (3) will be upwind and three (3) will be downwind. For any one sampling period, six (6) sampling points shall be used. The total number of samples collected during each intensive sampling event will be twelve (12). This will provide temporal data to evaluate differences in concentrations that may occur over the course of a day. For example, intensive sampling events are planned to coincide with the construction schedule at the landfill when odors are expected to intensify. The program shall obtain construction schedules from Republic Services, Inc. that will be essential to the timing of these intensive sampling events. These events will include VOCs, reduced sulfur compounds and aldehydes at six sampling points. For planning purposes, no more than four (4) intensive sampling events will likely occur during the emergency contract period.

However, the contractor must include a unit cost for such intensive sampling event as the program, at its discretion, may require additional intensive sampling events. Additionally, the contractor must include a unit cost for the addition of another sampling point (i.e., increase from 12 to 13, etc.).

c. Random Sampling Events

Similar to intensive sampling events, random sampling events will consist of two 4 hour sampling periods over a single 24-hour period of which three (3) will be upwind and three (3) will be downwind. For any one sampling period, six (6) sampling points shall be used. The total number of samples collected during each random sampling event will be twelve (12). The random sampling events will provide temporal data to evaluate differences in concentrations that may occur over the course of a day. These random sampling events will occur on dates identified by the program that fall outside the construction plans of the landfill owner. These events will include VOCs, reduced sulfur compounds and aldehydes at six sampling points. For planning purposes, no more than six (6) random sampling events will likely occur during the emergency contract period. However, the contractor must include a unit cost for such random sampling event as the program, at its discretion, may require additional random sampling events. Additionally, the contractor must include a unit cost for the addition of another sampling point (i.e., increase from 12 to 13, etc.)

d. Emergency Sampling Events

Similar to intensive and random sampling events, emergency sampling events will consist of two 4 hour sampling periods over a single 24-hour period of which three (3) will be upwind and three (3) will be downwind. For any one sampling period, six (6) sampling points shall be used. The total number of samples collected during each emergency sampling event will be twelve (12). The emergency sampling events will provide data to evaluate differences in concentrations that may occur due to some unexpected and unforeseen event at the permitted facility. These sampling events will include VOCs, reduced sulfur compounds and aldehydes at six sampling points. For planning purposes, no more than one (1) emergency sampling event will be planned during the emergency contract period. However, the contractor must include a unit cost for such an emergency sampling event as the program, at its discretion, may due to the nature of landfills require additional emergency sampling events. Additionally, the contractor must include a unit cost for the addition of another sampling point (i.e., increase from 12 to 13, etc.)

2.5.2 The contractor agrees to and shall provide a narrative detailing the contractor's method of performance in Exhibit E:

- a. Determine ambient concentrations of specific compounds of potential concern;
- b. Describe pollutant levels at various locations across the area;
- c. Document meteorological conditions in the vicinity of the landfill as agreed upon with the program during any sampling periods with microscale wind direction and wind speed, temperature, humidity, and barometric pressure, unless the program approves an alternative meteorological station;
- d. Collect samples on-site, upwind, downwind, and from landfill gas collection components as directed by program staff using established collection methods as directed to identify potential contaminants of concern;
- e. Document all field activities including chains of custody;
- f. Summarize the analytical data collected to highlight any samples which exceed their respective screening values;

- g. For any real-time monitoring systems, provide this data to program staff on an ongoing basis and collect SUMMA[®] canisters, as requested;
- h. When off-site air sampling indicates a concentration greater than the Occupational Safety and Health Administration (OSHA) Permissible Exposure Limits (PEL) as detailed in Attachment 3, **immediately** alert local fire protection districts, the Department of Natural Resources' 24 Hour Spill-line, the St. Louis County Department of Health, and Metropolitan St. Louis Sewer District (MSD) via the contact information provided as Attachment 4.
- i. For sites designated by the program to monitor for comparison to the national ambient air quality standards (NAAQS), such monitoring sites shall be sited in ambient air consistent with the definition of ambient air in 40 CFR Part 50.1(e);
- j. Conduct all monitoring under a program-approved Quality Assurance Project Plan (QAPP). The contractor must provide for program approval following award a site-specific monitoring QAPP;
- k. Have the capability to deploy staff to the site to begin monitoring on an emergency basis at any time; and
- l. Determine if the landfill emissions from Bridgeton Landfill have a measurable impact on air quality and health in the surrounding community.

2.5.3 The contractor agrees to provide the following work product deliverables:

- a. Copies of all completed chain of custody forms, including both start and stop days/times for all samples.
- b. Laboratory analytical results shall be delivered to the program by the contractor in a report, including the method reporting limits as soon as validated and available, but no longer than two (2) working days from receipt of samples for Emergency Sampling Events, ten (10) working days from receipt of samples for Intensive Sampling Events and Random Sampling Events and thirty (30) working days for Periodic Sampling Events. The program may require results sooner.
 - i. Analytical data should be listed either by chemical abstracts service (CAS) number or alphabetically by name within each sample class.
 - ii. Reporting values of both micrograms per cubic meter and parts per million volume for each compound are preferred.
 - iii. Data must be reported in either an Excel spreadsheet format (i.e., xls or xlsx), text file or other data format (i.e., preferred - csv) agreed to by program staff.
- c. The contractor shall submit all deliverables. The program shall not accept deliverables directly from subcontractors.
- d. Hard copy reports and other deliverables shall be submitted by the contractor to the program at the mailing address identified on the cover page of this RFP. The program reserves the right to modify the mailing address as necessary during the term of the contract.
- e. For any real-time sampling systems, the contractor shall provide the data to the program in real-time via a webpage or software application agreed to by the program. Contractor shall

also maintain all real-time sampling systems in working order and repair problems with such systems within 72 hours.

- f. For any real-time sampling systems, contractor shall establish a system to **immediately** alert local fire protection districts, the Department of Natural Resources' 24 Hour Spill-line, the St. Louis County Department of Health, and Metropolitan St. Louis Sewer District (MSD) via the contact information provided as Attachment 4 and amendments in the event a pre-determined emergency trigger value is reached. (See Attachment 4, Emergency Contact List.)
- g. Summary of results -- At a minimum, results must be summarized and provided to the program as a report. Laboratory analytical results shall be delivered to the program by the contractor in a report, including the method reporting limits as soon as validated and available, but no longer than two (2) working days from receipt of samples for Emergency Sampling Events, ten (10) working days from receipt of samples for Intensive Sampling Events and Random Sampling Events and thirty (30) working days for Periodic Sampling Events. The program may require results sooner. The summary report shall include the comparisons listed under the Screening Levels specified in Attachment 2 Compounds to be Sampled & Analyzed (for off-site screening) and Attachment 3 Table of Emergency Screening Values (for on-site screening). The summary report shall compare the analysis date to the collection date and list any samples that were not processed within the hold times specified by the analytical method.
- h. Ownership of documents -- Upon completion or termination of the contract, all data collected by the contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the contractor's personnel and administrative files, shall become and be the property of the program and the program shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the program shall have the right to require the contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the contractor specifically in connection with the contract within five (5) working days of receipt of a written notice issued by the program.
- i. Correction of deficient work -- Prior to payment by the program, the contractor shall promptly, without additional cost to the program, correct any deficient work. Deficient work, includes, but is not limited to:
 - i. Failure to comply with method-specified analytical procedures and/or quality control;
 - ii. Failure to observe sample shelf-lives (missed holding times);
 - iii. Loss of the samples (including mishandling or improper storage);
 - iv. Contamination of samples at the laboratory; and
 - v. Inadequate documentation.

The contractor shall be responsible for costs associated with re-sampling including but not limited to, re-sampling costs, administrative costs related to re-sampling, and re-sampling analysis costs of any samples when data is deemed unusable by the program. When multiple analyses are requested for a single location/site, a missed holding time on one parameter may prevent proper assessment of the entire site, in which case re-sampling where possible, at the contractor's expense may be necessary.

The contractor shall notify the program in writing within thirty (30) days of any indictment or conviction of laboratory practices that invalidates or otherwise renders laboratory analyses

inadmissible or indefensible as support for the program's activities. Conviction of such practices shall be cause for termination of the contract, and the contractor shall reimburse all program funds associated with all inadmissible results (i.e., analyses, administration and sample collection).

- j. The contractor shall submit all deliverables generated under this contract to the program. The contractor shall provide one (1) electronic copy of the analytical results and three (3) hard copies.

2.6. Contractor Mobilization for Emergency and Non-emergency Service Provision

2.6.1 The contractor shall provide the air sampling and laboratory analysis services on an emergency basis when a situation exists at the permitted facility which requires immediate action. Time is a critical factor.

- a. The contractor must initiate a response to the emergency within one hour.
- b. The determination of an emergency rests solely with the Department of Natural Resources' Solid Waste Management Program.
- c. The contractor's emergency air sampling and laboratory analysis services must be available on a twenty-four (24) hours per day, seven (7) days per week basis, as needed.
- d. Upon notification by the program of an emergency, the contractor shall provide emergency air sampling and laboratory analysis services in accordance with subsection 2.5.1.d.

2.6.2 The contractor shall provide air sampling and laboratory analysis services routinely on a non-emergency basis. Time remains a critical factor, but samplings are planned and scheduled in advance.

- a. The contractor must work with the program project manager to meet the required work schedule. The determination of a non-emergency situation rests solely with the state agency.
- b. The contractor shall develop a written work plan which describes in detail the manner in which the contractor proposes to address the air sampling services required by the program.
- c. The contractor shall provide air sampling and laboratory analysis services in accordance with subsections 2.5.1.a. through 2.5.1.c.
- d. The contractor shall include in the work plan a description of how, when, by whom, with what, and to what degree the contractor proposes to satisfy the requirements set forth in each type of non-emergency sampling event, subsections 2.5.1.a through 2.5.1.c.
- e. The contractor's written work plan shall be subject to review and approval by the program. If requested by the program, the contractor shall modify and/or provide additional information in the written work plan.

2.7. Contractor Expert Testimony

2.7.1 The contractor, if necessary, during the term of the contract shall provide qualified expert witnesses for court testimony concerning analytical methodology and the resulting data for samples analyzed for the program. The contractor shall prepare documents, assist in the finding of fact, and provide background information within its areas of expertise. The contractor shall provide representation and organized reports, calculations and any other documentation necessary to defend the data in question. Reports and documents gathered by the contractor for presentation shall be submitted to the program for review and approval prior to their presentation.

2.7.2 If the contractor is called on to provide expert testimony, a written report describing the contractor's activities concerning the testimony shall be submitted to the program. Originals of all documents as well as copies of all calculations and visual aids used during the representation of the program shall be submitted with this report.

2.8. Invoicing and Payment Requirements:

2.8.1 Prior to any payments becoming due under the contract, the contractor must return a completed state 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>

2.8.2 Invoicing -- The contractor shall submit a monthly, itemized invoice to the program that shall include documentation of the services provided to the address below:

Department of Natural Resources
Solid Waste Management Program
Attn: Operations Section
PO Box 176
Jefferson City, MO 65102-0176

- i. The invoice must itemize the firm, fixed prices and the quantity of services performed. The following information shall be included with the monthly invoice sent to the program:
 - Type(s) of sampling event(s).
 - Date(s) of service(s).
 - Description of service(s) performed.
 - Total amount due.
 - Original signature by the contractor's duly authorized representative.
 - ii. Invoices requesting payment for consultation or expert testimony must include:
 - (h) The number of expert testimony hours provided (including hours of travel) (i.e. timesheets); and
 - (i) Supporting documentation for travel expenses incurred for the provision of expert testimony, as applicable, (i.e., mileage reports and receipts).
- 2.8.3 Travel and related expenses – The contractor shall invoice and be reimbursed for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).

- a. The contractor must have the prior written approval of the program for any such expenses. In addition, the contractor must have the prior approval of the program for any travel related expenses which may exceed the CONUS rates.
 - b. The Office of Administration Travel Regulations can be found on the Internet at the following address: <http://oa.mo.gov/acct/10-11.010.pdf>. The actual mileage rate changes regularly. For current rate see: <http://www.oa.mo.gov/acct/>.
 - c. The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 2.8.4 For subcontracted services and equipment provided, the contractor shall be paid the net cost for such plus the percentage stated on the Pricing Page, which shall not exceed five percent (5%), for services/equipment charged by the contractor.
- 2.8.5 The contractor shall not invoice or be paid for time traveling for personnel and/or transporting equipment.
- 2.8.6 The contractor shall not invoice for or receive additional compensation for overtime, weekends or holidays.
- 2.8.7 Payments – After program approval of the itemized invoice, the contractor shall be paid for services actually performed. The program shall pay the contractor in accordance with the firm, fixed prices stated on the Pricing Page of the contractor's awarded proposal.
- 2.8.8 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.8.9 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.
- 2.8.10 Final invoices are due by no later than thirty (30) calendar days following the expiration of the contract. The program shall have no obligation to pay any invoice submitted after such due date.
- 2.8.11 If a request by the contractor for payment or reimbursement is denied, the program shall provide the contractor with written notice of the reason(s) for denial.
- 2.8.12 If the contractor is overpaid by the program, upon official notification by the program, the contractor shall provide the program with (1) a check payable as instructed by the program in the amount of such overpayment at the address specified by the program or (2) deduct the overpayment from the monthly invoices as requested by the program.
- 2.9. Other Contractual Requirements:**
- 2.9.1 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, instruments and supplies necessary to perform the services required herein.
- a. The contractor shall demonstrate and document that all sampling equipment and instruments will be maintained and calibrated appropriately. Contractors should demonstrate and document that their laboratory will meet the provisions defined herein including but not limited to turnaround times. Contractors should provide information about their hours of operation and weekend, after hours, and holiday availability. The contractor in regard to laboratory analytical services should describe contingency plans for analysis of program samples in the event of a disaster affecting their facility operations.
- 2.9.2 Contract – A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal

including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Department of Natural Resources' acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the program.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department of Natural Resources prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.9.3 Contract Period -- The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department of Natural Resources shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Department of Natural Resources exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period(s), pursuant to applicable option clauses of this document.
- 2.9.4 Renewal Periods – If the option for renewal is exercised by the Department of Natural Resources, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- 2.9.5 Compensation – Compensation for contract services will be based on Section 4.0, Pricing Page and the unit rates resulting from the RFP process to be incorporated into the contract, with a maximum total contract amount to be determined by the program upon contract award. The program reserves the right to amend the contract to increase the total contract amount and to add additional sites, using the unit rates established in the Section 4.0, Pricing Page.
- 2.9.6 Termination – The Department of Natural Resources reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such

termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Department of Natural Resources, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund the contract, or in the event of a change in federal or state law relevant to the contract, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.

2.9.7 Contractor Liability – The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9.8 Insurance – The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.

- a. Written evidence of the insurance shall be provided by the contractor to the program prior to the provision of services under the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

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

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

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

2.9.10 Participation by Other Organizations – The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Department of Natural Resources a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Department of Natural Resources.
- b. The Department of Natural Resources will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Department of Natural Resources in conjunction with the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the

contractor to the participating entity. If the Department of Natural Resources determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - i. The contractor must obtain the written approval of the Department of Natural Resources for any new entities. This approval shall not be arbitrarily withheld.
 - ii. If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Department of Natural Resources detailing all efforts made to secure a replacement. The Department of Natural Resources shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Department of Natural Resources. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Department of Natural Resources' website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

2.9.11 Substitution of Personnel – The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.9.12 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.

- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. 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:
 - i. 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
 - ii. Provide to the Department of Natural Resources 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
 - iii. Submit to the Department of Natural Resources a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. 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.

2.9.13 Contractor Status – The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.9.14 Prevailing Wage Requirements - The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 13 dated February 1, 2007 for the awarded counties. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.

- a. For each renewal period, if any, exercised by the Department of Natural Resources, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
- b. The contractor shall forfeit to the program ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate

of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).

- c. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.
- d. The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.

2.9.15 Coordination – The contractor shall fully coordinate all contract activities with those activities of the program. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the program or the Department of Natural Resources throughout the effective period of the contract.

2.9.16 Property of State – All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.9.17 Confidentiality --

- a. The contractor and its subcontractors shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. The contractor or its subcontractors shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the program.
- b. If required by the state agency, the contractor, any required contractor or subcontractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.9.18 Publicity – Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

2.9.19 Contractor Equipment Use:

- a. Title to equipment purchased by the contractor for the purposes of fulfilling contract services vests in the contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The contractor must obtain written approval from the program prior to purchasing equipment with a cost greater than \$500. The repair and maintenance of purchased equipment shall be the responsibility of the contractor.

- i. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the contractor is less than five thousand dollars (\$5,000) there is no further obligation to the state agency. Items purchased by the contractor with a current FMV greater than five thousand dollars (\$5,000) may be sold or retained by the contractor but the contractor may be required to reimburse the state agency for costs up to the current value of the equipment.
 - b. Liability – The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 2.9.20 Program equipment – Equipment purchased by the program and placed in the custody of the contractor shall remain the property of the program. The contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the program within the time frame specified by the program.
- 2.9.21 Commercial Driver's License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 2.9.22 Hazardous Materials Data Sheet and Labeling - The State of Missouri, Department of Natural Resources, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a material safety data sheet and warning labels with each shipment. Therefore, the contractor must comply with this mandatory requirement for all commodities which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.
- 2.9.23 Hazardous Substance Labeling – The contractor must comply with all U.S. Department of Transportation hazardous substance shipping regulations for all samples which would fall under the definition of hazardous material or substance.
 - a. Hazardous substance shall be defined pursuant to federal rule 40 CFR 302.4, which includes asbestos and Polychlorinated Biphenyls (PCBs); any substance designated pursuant to Section 311(b)(2)(A) of the federal Water Pollution Control Act; any toxic pollutant listed under Section 307(a) of the federal Water Pollution Control Act; any hazardous air pollutant listed under Section 112 of the Clean Air Act; any imminently hazardous chemical substance or mixture with respect to which the Administration of EPA has taken action pursuant to Section 7 of the Toxic Substances Control Act; any hazardous waste; any hazardous material designated by the Secretary of the U.S. Department of Transportation under the Hazardous Materials Transportation Act; any radioactive materials; or any petroleum product.
 - b. Hazardous waste shall be defined pursuant to the Missouri Hazardous Waste Management Law Section 260.350, RSMo to Section 260.430, RSMo or pursuant to federal rule 40 CFR 261.

2.9.24 Inventions, Patents, and Copyrights – If any copyrighted material is developed as a result of the contract, the program shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

2.9.25 Non-assignability -- The contractor shall not assign any interest in this contract by assignment, transfer or novation without the prior written consent of the program. This provision shall not be construed to prohibit the contractor from assigning his/her bank, trust company other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the program.

2.9.26 Liquidated Damages For Late Deliveries of Data Analyses and Reports --

- a. The contractor shall agree and understand that the provision of awarded air sampling and laboratory analytical services in accordance with the requirements and delivery dates stated herein is considered critical to the efficient operation of the program. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery dates, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- b. If for any reason the actual delivery date for the specific order is not met within three (3) business days of the delivery date stated on the Pricing Page of the contract, the program will assess liquidated damages in the amount of \$50 per business day starting with the fourth business day up to and including the date of delivery of the required services and reports after the stated delivery date. The maximum period for assessment of liquidated damages shall be fifteen (15) business days.
- c. Subsequent to the 15th business day past the scheduled delivery date, the entire sampling event may be cancelled if determined by the program to be in its best interests at no cost to the State of Missouri for the entire sampling event. The program may purchase the needed services from another vendor if deemed in its best interests, and the state reserves the right to charge the contractor with any additional cost for obtaining said services compared to pricing for the services had it been delivered per contract terms in the event liquidated damages are not assessed by the program against the contractor. The amount of difference between the contract price and the additional cost for obtaining said services may be deducted from invoices applicable to future orders and/or to current orders for other services provided by the contractor under the subject contract or other contracts the contractor currently holds for services for the State of Missouri Department of Natural Resources, Division of Environmental Quality, Solid Waste Management Program.
- d. The program in coordination with the Department of Natural Resources may waive their right to assess liquidated damages on a case by case basis. If the contractor provides reliable corroborating evidence that indicates the contractor acted in good faith and is not responsible for the delay the state may waive the assessment of liquidated damages if deemed appropriate in the state's sole determination.

2.9.27 Federal Funds Requirements:

- a. The contractor shall understand and agree that the contract involves the use of federal funds as specified below. In the event the federal fund information below changes, the contractor shall be notified in writing by the state agency.
 - i. 100% Federal Funds

- ii. CFDA Title: Project Grants and Cooperative Agreements for Tuberculosis Control Programs
 - iii. CFDA Number and Federal Agency Name: 93.116 Department of Health and Human Services/Centers for Disease Control and Prevention
 - iv. Subject to A-133 Requirements: Yes
 - v. Federal Award Number and Name: *
 - vi. Federal Award Year: *
 - vii. Research and Development: No
 - * the state agency shall provide the contractor with the Federal Award Information upon receipt of the official Notice of Grant Award
- b. In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- i. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110
 - ii. Cost Principles - 2CFR 225 – State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 2.9.28 Steven’s Amendment – In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven’s Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 2.9.29 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 2.9.30 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any

audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- 2.9.31 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 2.9.32 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 2.9.33 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 2.9.34 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 2.9.35 Non-Discrimination and ADA – The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor's E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

2.9.36 Appropriation of State Funds

- a. The contractor agrees that funds expended for the purposes of this contract must be appropriated and made available by the Missouri General Assembly for the initial contract period and any additional one-year periods. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated.
- b. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit the program's right to pursue alternative solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

2.9.37 Records Retention -- The contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under the contract, for inspection or audit, and copies thereof shall be furnished if requested.

2.9.38 Turnaround Times –

- a. The work schedule shall be determined by the program and the contractor.
- b. The contractor shall report all analytical results to the program within 30 calendar days of sample receipt, unless otherwise requested.
- c. Analytical reports shall be provided as soon as the data are available. Turnaround time shall commence with the laboratory's acceptance of the samples as noted by the time and date of the signature on the chain-of-custody form.
- d. The program may find it necessary to obtain analytical results in less than the turnaround time state above. In these instances, the program shall notify the laboratory prior to sample collection. A cost factor (multiplier) for expediting sample turnaround will be applied. However, if a sample designated for rapid turnaround is not completed within the requested time frame, the price paid for that analysis shall be the next highest number of turnaround time days, even if the delay is caused by events beyond the control of the contractor. The program shall be notified in advance if acceptance of rapid turnaround samples will cause delays in the standard turnaround time for other samples.

2.10. Program Responsibilities

2.10.1 As part of its responsibilities under the contract, the program shall:

- a. Provide a program project manager for technical activities and a program contract manager to determine the scope, quantity, amount, duration and timing of analytical tests for the contractor and other contract activities;
- b. Work with the contractor to establish the work schedule/plan and respond to questions about the work schedule/plan;
- c. Indicate when accelerated turnaround times are needed and/or fully supported data packages are required;
- d. Notify the contractor of the need for emergency sampling events which fall outside the agreed upon work schedule/plan;

- e. Monitor the contractor's and its subcontractor's QA/QC activities;
- f. Review, require revision as necessary, and accept deliverables.
- g. Be available to meet with the contractor in solving problems or answering questions, as necessary.
- h. Not be responsible for the contractor's performance of the work and reserves the right to reject deficient work.

2.10.2 Monitoring and Methods to Measure Contractor Performance – The program shall measure the successful performance of the contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

The program's project and contract managers will monitor the progress of the contractor during the contract by.

- a. Monitoring the contractor's work through telephone communication or e-mail communication and meetings;
- b. Ensuring the deliverables are submitted within the timeframe of the contract and meet the sampling requirements;
- c. Reviewing, requiring correction as necessary, and approving all deliverables and submittals prior to payment;
- d. Reviewing itemized invoices for compliance with the terms and conditions of the contract;
- e. Monitor the status of the laboratory's SOPs, QA/QC, and QAPPs as necessary.

2.10.3 Pre-sampling Meeting/Conference Call

- a. Within 48 hours of notice of award, the contractor shall make contact with the program at the number identified on the cover page of this RFP to schedule an initial award pre-sampling meeting (approximately three (3) hours). All costs, activities and resources necessary for the contractor to be prepared and attend this meeting related to commencement of the air sampling services shall be included in one lump sum. Payment shall be made in one lump sum in accordance with the rates provided in Section 4.0, Pricing Page.
- b. Attendance of the contractor's project manager and the program's project manager is mandatory at this initial pre-sampling meeting.
- c. The meeting will be held at the Solid Waste Management Program's Office at the address identified on the cover page of this RFP; at the Bridgeton Sanitary Landfill at the physical location identified in the background information provided in subsection 1.2.4 above; or via conference call at the discretion of the program.
- d. The contractor may bill the program for the initial award pre-sampling meeting following completion of the conference call or meeting. Only one line item shall be charged for this initial award pre-sampling meeting.

3.0 PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal. The front cover of the original proposal should be labeled "original" and the front cover of all copies should be labeled "copy".

a. Recycled Products – The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested, but not required, to print the proposal double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.

b. Open Records – Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. At that time, all proposals are scanned into the Department of Natural Resources imaging system.

i. The scanned information will be available for viewing through the Internet from the Department of Natural Resources Awarded Bid & Contract Document Search system. Therefore, the offeror is advised not to include any information in the proposal that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

ii. In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals and should limit proposal content to items that provide substance, quality of content, and clarity of information.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

a. Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The proposal should be page numbered.

c. The signed cover page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Questions and Answers Regarding the RFP – A pre-proposal conference related to this RFP is not planned. Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to the buyer of record indicated on the cover page of this RFP. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific

procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

- a. The buyer may be contacted via e-mail or phone as shown on the cover page, or via facsimile to 573-526-1355.
- b. Only those questions which necessitate a change to the RFP will be addressed via an amendment to the RFP. Written records of the questions and answers will not be maintained. Offerors are advised that any questions received less than two (2) calendar days prior to the RFP opening date may not be addressed. Responses to these questions can be accessed by going to www.dnr. It is the responsibility of offerors to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e., questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.
- c. The offeror may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.

3.1.5 Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the offeror, cross-referenced clearly to the relevant proposal section, and received by the Department of Natural Resources prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any offeror choosing to withdraw its proposal must submit a written withdrawal request to the Department of Natural Resources.

3.2 Evaluation and Award Process:

3.2.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluators shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below. The contract shall be awarded to the lowest and best proposal.

Table 1. Evaluation Criteria

CRITERIA	MAXIMUM SCORE
Cost	95 points
Experience, Reliability, Expertise of Personnel, and Method of Performance	95 points
MBE/WBE Participation	10 points
Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference	3 points (Bonus)
Organizations for the Blind and Sheltered Workshop Preference	10 points (Bonus)
TOTAL SCORE	213 points

3.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Department of Natural Resources. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Department of Natural Resources.

3.3. Evaluation of Cost:

3.3.1 Pricing – The offeror must provide pricing as required on the Pricing Page.

3.3.2 Objective Evaluation of Cost – The cost evaluation shall be based on the sum of the subtotals for Parts 1, 2, 3 and 4 of Table 2, Summary of RFP Response Total Evaluation Price Calculation the per-unit pricing for the four types of sample collection, analysis, and summary (reporting) activities.

a. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \text{Maximum Cost Evaluation points (95)} = \text{Assigned Cost Points}$$

b. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect neither actual nor anticipated usage.

3.3.3 Price Evaluation Calculation

Table 2. Summary of RFP Response Total Evaluation Price Calculation

4.0 PRICING PAGE -- PART 1. TYPE OF SAMPLING EVENT				
Description	Payment Unit	Evaluation Units	Unit Rate	Line Total
Periodic sampling event -- Level 2 summary report with QC summary	Per sampling event	2	\$	\$
Intensive sampling event -- Level 2 summary report with QC summary	Per sampling event	4	\$	\$
Random sampling event -- Level 2 summary report with QC summary	Per sampling event	6	\$	\$
Emergency sampling event -- Level 2 Summary report with QC summary	Per sampling event	1	\$	\$
Real-time sampling data via web based application – Level 2 Summary report with QC summary	Per month	3	\$	\$
Subtotal of Part 1				\$
4.0 PRICING PAGE -- PART 2: ADD-ON -- ONE SAMPLING POINT OR A NEW CATEGORY OF COMPOUNDS				
Description	Payment Unit	Evaluation Units	Unit Rate	Line Total
Add one new sampling point to a Periodic Sampling Event (Currently: 18 sampling locations)	Per additional sampling point	3	\$	\$
Add one new sampling point to an Intensive Sampling Event, Random Sampling Event or Emergency Sampling Event (Currently: 6 sampling locations)	Per additional sampling point	4	\$	\$
Add one new category of compounds to the Intensive Sampling Event, Random Sampling Event, or Emergency Sampling Event (Currently: VOCs, reduced sulfur and aldehydes. Another category of compounds found in Attachment 2 would be added.)	Per additional category of compounds	1	\$	\$
Subtotal of Part 2				\$

3.3.3 Price Evaluation Calculation (Continued)

Table 2. Summary of RFP Response Total Evaluation Price Calculation (Continued)

4.0 PRICING PAGE -- PART 3: MULTIPLIERS³				
Multiplier Type	Sampling Event Type	% Per Type of Sampling Event(s)	Line Total	
Fully supported data package (i.e., full validation of results, all reports and all raw data) – 30 working days	Periodic Sampling Event	%	\$	
Fully supported data package (i.e., full validation of results, all reports and all raw data) – 30 working days	Intensive Sampling Event, Random Sampling Event or Emergency Sampling Event	%	\$	
Accelerated Turnaround Time with lab data package (Level 2) – 2- 5 working days	Intensive Sampling Event or Random Sampling Event	%	\$	
Accelerated Turnaround Time with lab data package (Level 2) – 2- 5 working days	Periodic Sampling Event	%	\$	
Accelerated Turnaround Time with lab data package (Level 2) – 1 working day	Intensive Sampling Event, Random Sampling Event or Emergency Sampling Event	%	\$	
Accelerated Turnaround Time with lab data package (Level 2) – 1 working day	Periodic Sampling Event	%	\$	
Subtotal of Part 3			\$	
4.0 PRICING PAGE -- PART 4: OTHER LABOR AND SURCHARGES				
Type of Other Labor Charge and Surcharge	Payment Unit	Evaluation Unit	Unit Rate	Line Total
Initial Pre-sampling (Initial award) Meeting	Lump sum	1	Meeting	\$
Public Meeting	Lump sum	1	Meeting	\$
Conference Call	Lump sum	3	Hour	\$
Expert Testimony	Hour	8	Hour	\$
Travel Time for Expert Testimony	Hour	8	Hour	\$
Surcharge for Overnight Delivery of Samples, program prior approved	Each	1	Each	\$
Surcharge for Next Business Day Delivery of Samples, program prior approved	Each	4	Each	\$
Subtotal of Part 4				\$
Total Evaluation Price (Sum of Subtotals for Parts 1, 2,3, and 4)				\$

3.4. Evaluation of Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance:

- 3.4.1 Experience and reliability of the offeror's organization including key management personnel, supervisory personnel and expert witness, the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, and the offeror's plan for performing the requirements of the RFP will be subjectively evaluated. Therefore, the offeror is advised to submit information concerning the offeror's organization and information documenting the offeror's experience in past performance, especially those performances related to the requirements of the RFP, detailed information related to the experience and qualifications, including education and training, of the offeror's proposed personnel, and information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. If the offeror is proposing an entity other than the offeror to perform the required services, the offeror should also submit the information requested for such proposed subcontractor. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- a. Offeror Information – The offeror should provide information about the offeror's organization on Exhibit A.
 - b. Experience – The offeror should provide information related to previous and current services/contracts of the offeror or offeror's proposed subcontractor where performance was similar to the required services of this RFP. The offeror should describe TO-15 projects undertaken by his company during the past three (3) years from the proposal submittal date. The information may be shown on Exhibit B or in a similar manner.
 - 1) As part of the evaluation process, the State of Missouri may contact the offeror's references, including references not listed or identified within the offeror's proposal but who have current or previous experiences with the offeror.
 - 2) The offeror shall agree and understand that the State of Missouri is not obligated to contact the offeror's references.
 - c. Personnel Expertise – The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. If additional personnel resources are available, the offeror may provide information for such personnel by completing Exhibit D.
 - 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
 - d. Personnel Qualifications – If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
 - e. Licenses – The offeror should submit a copy of all licenses and certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the

right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

- f. Description of Proposed Services – Exhibit E is provided for the offeror's use in providing information about the proposed method of performance. Unless a particular requirement isn't conducive to elaboration, each paragraph within the Contractual Requirements may be addressed by writing a description of how, when, by whom, with what, to what degree, why, and where the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform. When responding to the appropriate provisions in the Contractual Requirements, the offeror should identify the paragraph or subparagraph number and then provide the additional elaboration describing the offeror's plans for performing or meeting the requirement.
- g. The offeror must provide their laboratory's method reporting limits for each compound listed on Exhibit K.

3.5. Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

3.5.1 In order for the Department of Natural Resources (DPMM) to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are ten percent (10%) MBE and five percent (5%) WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

3.5.2 The offeror's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

- a. If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of ten percent (10%) for MBE and five percent (5%) for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.
- b. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.
- c. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of ten percent (10%) for MBE and five percent (5%) for WBE shall be assigned a proportionately lower

number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.

- d. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of zero (0) in this evaluation category.

3.5.3 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}} \times \text{Maximum MBE/WBE Participation Evaluation points (10)} = \text{Assigned MBE/WBE Participation points}$$

3.5.4 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment – If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit F, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri OEO). If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

3.5.5 Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.

3.5.6 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) by the proposal opening date.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one (1) or more minorities or women who own it.
- c. Minority is defined as belonging to one (1) of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- 3.5.7 Resources – A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO)
Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://oa.mo.gov/oeo/>

3.6. Elements of Financial Information:

- 3.6.1 Financial information is used for determination of responsibility and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the contractor's financial capability to carry out this project. Evidence can include, but is not limited to:
- a. Preferred – Financial statements audited by an independent CPA for the past 3 years including, notes to the financial statements and the CPA's audited report for each year;
 - b. Letter of intent to obtain a Letter of Credit; or
 - c. Letter of intent to obtain a 100% Performance Bond.
- 3.6.2 If a performance bond is required, the successful contractor shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract between the successful Contractor and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. The selected contractor may be required to provide additional information as requested by the program.
- a. The contract number and contract period must be specified in the bond.
 - b. In the event the Department of Natural Resources exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

3.7. Miscellaneous Submittal Information:

- 3.7.1 Organizations for the Blind and Sheltered Workshop Preference – Pursuant to section 34.165, RSMo, and 1 CSR 40-1.050, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.
- a. In order to qualify for the ten (10) bonus points, the following conditions must be met and the following evidence must be provided:
 - i. The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of five (5) thousand dollars or two percent (2%) of the total dollar value of the contract for purchases not exceeding ten (10) million dollars.
 - ii. The services performed or the products provided by an organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of

the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- iii. If the offeror is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the offeror must provide the following information with the proposal:
 - Participation Commitment – The offeror must complete Exhibit F, Participation Commitment, by identifying the organization for the blind or sheltered workshop and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop). If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.
 - b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>
 - c. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following internet addresses:
<http://www.lhbindustries.com> and <http://www.alhaphointe.org>
 - d. Commitment – If the offeror's proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.
- 3.7.2 Missouri Service-Disabled Veteran Business Enterprise (SDVE) Preference – Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) point bonus preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified SDVE. (See below for a definition of a qualified SDVE.)
- a. In order to qualify for the three (3) bonus points, the following conditions must be met and the following evidence must be provided:
 - i. The offeror must either be a SDVE or must be proposing to utilize a SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
 - ii. The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall

be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE is utilized, to any extent, in the offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

- iii. If the offeror is proposing participation by a SDVE, in order to receive evaluation consideration for participation by the SDVE, the offeror must provide the following information with the proposal:
 - Participation Commitment – The offeror must complete Exhibit F, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the offeror submitting the proposal is a qualified SDVE, the offeror must be listed in the appropriate table on the Participation Commitment Form.
 - Documentation of Intent to Participate – The offeror must either provide a properly completed Exhibit G, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by the SDVE or a letter of intent signed and dated no earlier than the RFP issuance date by the SDVE which: (1) must describe the products/services the SDVE will provide and (2) should include evidence that the SDVE is qualified, as defined herein. If the offeror submitting the proposal is a qualified SDVE, the offeror is not required to complete Exhibit G, Documentation of Intent to Participate Form or provide a recently dated letter of intent.

NOTE: If the SDVE is listed on the following Internet address, the SDVE is not required to provide a copy of the SDV's (service-disabled veteran) award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper [DD Form 214, Certificate of Release or Discharge from Active Duty], and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.
www.oea.mo.gov/purch/vendorinfo/sdve.html

- b. Commitment – If the offeror's proposal is awarded, the SDVE participation committed to by the offeror on Exhibit F, Participation Commitment, shall be interpreted as a contractual requirement.
- c. Definition – Qualified SDVE:
 - i. SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
 - ii. SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;
 - iii. SDVE has the management and daily business operations controlled by one (1) or more SDVs;
 - iv. SDVE has a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and

- v. SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.
- 3.7.3 Affidavit of Work Authorization and Documentation – Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’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 offeror should complete applicable portions of Exhibit H, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit H must be submitted prior to an award of a contract.
- 3.7.4 Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit I with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 3.7.5 The offeror should complete and submit Exhibit J, Miscellaneous Information.
- 3.7.6 Business Compliance – The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Department of Natural Resources. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker’s compensation/unemployment compensation)

4.0 PRICING PAGE
Air Sampling and Laboratory Analytical Services

PLEASE REFER TO THE FOOTNOTES BEFORE COMPLETING THE PRICING PAGE.

<i>PART 1. TYPE OF SAMPLING EVENT</i>		
	Rate¹	Laboratory Name & Location (if different than offeror)
Periodic sampling event -- Level 2 summary report with QC summary	\$	
Intensive sampling event -- Level 2 summary report with QC summary	\$	
Random sampling event -- Level 2 summary report with QC summary	\$	
Emergency sampling event -- Level 2 Summary report with QC summary	\$	
Real-time sampling data via web based application – Level 2 Summary report with QC summary	\$	

<i>PART 2: ADD-ON -- ONE SAMPLING POINT OR A NEW CATEGORY OF COMPOUNDS</i>	
	Rate²
Add one new sampling point to a Periodic Sampling Event (Currently: 18 sampling locations)	\$
Add one new sampling point to an Intensive Sampling Event, Random Sampling Event or Emergency Sampling Event (Currently: 6 sampling locations)	\$
Add one new category of compounds to the Intensive Sampling Event, Random Sampling Event, or Emergency Sampling Event (Currently: VOCs, reduced sulfur and aldehydes)	\$

4.0 PRICING PAGE
Air Sampling and Laboratory Analytical Services
(Continued)

PART 3: MULTIPLIERS³			
Multiplier Type	Sampling Event Type	Unit	Percentage
Fully supported data package (i.e., full validation of results, all reports and all raw data) – 30 working days	Periodic Sampling Event	As a % of the base event rate	%
Fully supported data package (i.e., full validation of results, all reports and all raw data) – 30 working days	Intensive Sampling Event, Random Sampling Event or Emergency Sampling Event	As a % of the base event rate	%
Accelerated Turnaround Time with lab data package (Level 2) – 2- 5 working days	Intensive Sampling Event or Random Sampling Event	As a % of the base event rate	%
Accelerated Turnaround Time with lab data package (Level 2) – 2- 5 working days	Periodic Sampling Event	As a % of the base event rate	%
Accelerated Turnaround Time with lab data package (Level 2) – 1 working day	Intensive Sampling Event, Random Sampling Event or Emergency Sampling Event	As a % of the base event rate	%
Accelerated Turnaround Time with lab data package (Level 2) – 1 working day	Periodic Sampling Event	As a % of the base event rate	%

PART 4: OTHER LABOR AND SURCHARGES		
Type of Other Labor Charge and Surcharge	Unit	Rate⁴
Initial Pre-sampling (Initial award) Meeting	Meeting	\$
Public Meeting	Meeting	\$
Conference Call	Hour	\$
Expert Testimony	Hour	\$
Travel Time for Expert Testimony or Consulting	Hour	\$
Surcharge for Overnight Delivery of Samples, program prior approved	Each	\$
Surcharge for Next Business Day Delivery of Samples, program prior approved	Each	\$

4.0 PRICING PAGE
Air Sampling and Laboratory Analytical Services
(Continued)

For each sampling event type, the number of sampling points and the categories of compounds the samples are to be analyzed for have been identified in subdivision 2.5.1 above. Further, a detailed listing of analytes, minimum equipment, methods, and reporting limits are provided in Attachments 1 and 2 below.

Footnotes:

- ¹ **Part 1—Type of Sampling Event.** Rates shall include all associated direct costs (labor, fringe, equipment/instrumentation, software applications, calibration gases, other supplies, sampling supplies, sample canisters, including canister rental, as applicable, normal three (3) calendar day delivery, shipping containers (i.e., tote boxes or equivalent), sample pickup and transport/delivery, extraction/preparation, clean-up costs, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (overhead, general and administrative costs), travel expenses associated with each line and profit.
- ² **Part 2 – Add-on – One Sampling Point or a New Category of Compounds.** Rates shall include all of the same types of costs as in Footnote 1 above, but only reflect the additional cost for adding one new sampling point or one new category of compounds for sampling analysis for the different types of sampling events.
- ³ **Part 3 – Multipliers.** All multipliers shall be applied to the **BASE** analytical rates provided by the offeror in **Part 1** and as applicable, **Part 2 Add-ons**.
- ⁴ **Part 4 – Other Labor Charge and Surcharge.** Rates shall include all associated direct costs (labor, fringe, equipment/instrumentation, software applications, calibration gases, other supplies, sampling supplies, sample canisters, including canister rental, as applicable, normal three (3) calendar day delivery, shipping containers (i.e., tote boxes or equivalent), sample pickup and transport/delivery, extraction/preparation, clean-up costs, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (overhead, general and administrative costs), travel expenses associated with each line and profit.

ATTACHMENT 1

Analytes

Sample type	Minimum equipment needed for each sample
Aldehydes	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
Amines	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
Ammonia	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
Carboxylic acids	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
Dioxins/furans	Method to dehydrate air from source samples, high-volume PUF sampler, electrical source or generator, sampling media (polyurethane foam cartridge), lab, shipping, 24-hr oversight
Fixed gases	Battery-operated pump, flow rate calibrator, sampling media (Tedlar [®] bag), shipping, lab
Hydrogen Chloride	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
Hydrogen Cyanide	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
Mercury (elemental)	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
PAHs (semi-volatile organics)	Method to dehydrate air from source samples, high-volume PUF sampler, electrical source or generator, sampling media (polyurethane foam cartridge), lab, shipping, 24-hr oversight
Reduced sulfur compounds	Battery-operated pump, flow rate calibrator, sampling media (Tedlar [®] bag), shipping, lab
Sulfur dioxide	Battery-operated pump, flow rate calibrator, sampling media (sorber tube), shipping, lab
VOCs	Sampling media (SUMMA [®] canister), flow controller (for timed samples), lab

ATTACHMENT 2
COMPOUNDS TO BE SAMPLED AND ANALYZED

Specific compounds to be analyzed for each sample class are listed below, along with the analytical method to be used and the preferred method reporting limit.

Aldehydes

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
0-tolualdehyde	EPA TO-11A	
2,5-dimethylbenzaldehyde	EPA TO-11A	
3-methylbenzaldehyde	EPA TO-11A	
Acetaldehyde	EPA TO-11A	1.1 ug/M3
Benzaldehyde	EPA TO-11A	
Butyraldehyde	EPA TO-11A	
Crotonaldehyde (total)	EPA TO-11A	
Formaldehyde	EPA TO-11A	0.19 ug/M3
Isovaleraldehyde	EPA TO-11A	
m, p-tolualdehyde	EPA TO-11A	
n-hexaldehyde	EPA TO-11A	
o-tolualdehyde	EPA TO-11A	
Propionaldehyde	EPA TO-11A	8.3 ug/M3
Valeraldehyde	EPA TO-11A	

Amines

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Butylamine and isomers		
Diethylamine		
Diisopropylamine		
Dimethylamine		
Dipropylamine		
Ethylamine		
Isobutylamine		
Isopropylamine		
Isoprpylamine		
Propylamine		
s-butylamine		
Triethylamine		7.3 ug/M3
Trimethylamine		

Ammonia

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Ammonia	OSHA ID-188	100 ug/M3

Carboxylic Acids

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
2-ethylhexanoic Acid		
2-ethylhexanoic acid		
2-methyl Butanoic Acid		
2-methylpentanoic acid		
2-methylpropanoic acid		
3-methylbutanoic acid		
3-methylpentanoic acid		
4-methylpentanoic acid		
Acetic Acid		
Benzoic acid		
Butanoic (butyric) Acid		
Cyclohexanecarboxylic acid		
Heptanoic Acid		
Hexanoic acid		
Methyl Butanoic Acid (isovaleric acid)		
Methyl Propanoic Acid		
Methylpentanoic Acid isomers		
Nonanoic Acid		
Octanoic Acid		
Pentanoic Acid		
Propanoic Acid		

Dioxins/Furans

For dioxin/furan samples collected from the landfill gas extraction system, contractor must develop and implement a method to dehydrate the air such that the sampling cartridge does not become saturated and clogged.

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
1,2,3,4,6,7,8,9-Octachlorodibenzofuran (OCDF)	EPA TO-9A	0.00021 ug/M3
1,2,3,4,6,7,8,9-Octachlorodibenzo-p-dioxin (OCDD)	EPA TO-9A	0.00021 ug/M3
1,2,3,4,6,7,8-Heptachlorodibenzofuran (HpCDF)	EPA TO-9A	0.0000021 ug/M3
1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin (HpCDD)	EPA TO-9A	0.00000064 ug/M3
1,2,3,4,7,8,9-Heptachlorodibenzofuran (HpCDF)	EPA TO-9A	0.0000021 ug/M3
1,2,3,4,7,8-Hexachlorodibenzofuran (HxCDF)	EPA TO-9A	0.00000064 ug/M3
1,2,3,4,7,8-Hexachlorodibenzo-p-dioxin	EPA TO-9A	0.00000064 ug/M3
1,2,3,6,7,8-Hexachlorodibenzofuran (HxCDF)	EPA TO-9A	0.00000064 ug/M3
1,2,3,6,7,8-Hexachlorodibenzo-p-dioxin (HxCDD)	EPA TO-9A	0.00000064 ug/M3
1,2,3,7,8,9-Hexachlorodibenzofuran (HxCDF)	EPA TO-9A	0.00000064 ug/M3
1,2,3,7,8,9-Hexachlorodibenzo-p-dioxin (HxCDD)	EPA TO-9A	0.00000064 ug/M3
1,2,3,7,8-Pentachlorodibenzofuran (PeCDF)	EPA TO-9A	0.0000021 ug/M3
1,2,3,7,8-Pentachlorodibenzo-p-dioxin (PeCDD)	EPA TO-9A	0.000000064 ug/M3
2,3,4,6,7,8-Hexachlorodibenzofuran (HxCDF)	EPA TO-9A	0.00000064 ug/M3
2,3,4,7,8-Pentachlorodibenzofuran (PeCDF)	EPA TO-9A	0.00000021 ug/M3
2,3,7,8-Tetrachlorodibenzofuran (TCDF)	EPA TO-9A	0.00000064 ug/M3
2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)	EPA TO-9A	0.000000064 ug/M3

Fixed Gases

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Carbon Monoxide	EPA 3C	9 ppm
Hydrogen	EPA 3C	
Methane	EPA 3C	

Hydrogen Chloride

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Hydrogen Chloride		21 ug/M3

Hydrogen Cyanide

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Hydrogen Cyanide	NIOSH 7904	0.83 ug/M3

Mercury

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Mercury (elemental)	NIOSH 6009	0.31 ug/M3

PAHs

For polycyclic aromatic hydrocarbon samples collected from the landfill gas extraction system, contractor must develop and implement a method to dehydrate the air such that the sampling cartridge does not become saturated and clogged.

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Acenaphthylene	EPA TO-13A or NIOSH 5506	
Acenaphthene	EPA TO-13A or NIOSH 5506	
Anthracene	EPA TO-13A or NIOSH 5506	0.2 mg/M3
Benzo(a)anthracene	EPA TO-13A or NIOSH 5506	
Benzo(a)pyrene	EPA TO-13A or NIOSH 5506	0.00087 ug/M3
Benzo(b)fluoranthene	EPA TO-13A or NIOSH 5506	
Benzo(g,h,i)perylene	EPA TO-13A or NIOSH 5506	
Benzo(k)fluoranthene	EPA TO-13A or NIOSH 5506	
Chrysene	EPA TO-13A or NIOSH 5506	0.087 ug/M3
Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Dibenz(a,h)anthracene	EPA TO-13A or NIOSH 5506	
Fluoranthene	EPA TO-13A or NIOSH 5506	

Fluorene	EPA TO-13A or NIOSH 5506	
Indeno(1,2,3-cd)pyrene	EPA TO-13A or NIOSH 5506	
Napthalene	EPA TO-13A or NIOSH 5506	0.072 ug/M3
Phenanthrene	EPA TO-13A or NIOSH 5506	
Pyrene	EPA TO-13A or NIOSH 5506	

Reduced Sulfur

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
2,5-dimethylthiophene	ASTM D5504-01	
2-ethylthiophene	ASTM D5504-01	
3-methylthiophene	ASTM D5504-01	
Carbon Disulfide	EPA TO-15, NIOSH 2549, or EPA TO-17	730 ug/M3
Carbonyl Sulfide	ASTM D5504-01	
Diethyl Disulfide	ASTM D5504-01	
Diethyl Sulfide	ASTM D5504-01	
Dimethyl Disulfide	ASTM D5504-01	
Dimethyl sulfide	ASTM D5504-01	
Ethyl mercaptan	ASTM D5504-01	
Ethyl methyl sulfide	ASTM D5504-01	
Hydrogen Sulfide	ASTM D5504-01	0.21 ug/M3
Isobutyl mercaptan	ASTM D5504-01	
Isopropyl mercaptan	ASTM D5504-01	
Mercaptan isomers	ASTM D5504-01	
Methyl mercaptan	ASTM D5504-01	
n-butyl mercaptan	ASTM D5504-01	
n-propyl mercaptan	ASTM D5504-01	
tert-butyl mercaptan	ASTM D5504-01	
Tetrahydrothiophene	ASTM D5504-01	
Thiophene	ASTM D5504-01	

Sulfur Dioxide

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Sulfur Dioxide		75 ppb

VOCs

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
1,1,1-trichloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	5200 ug/M3
1,1,2,2-tetrachloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.33 ug/M3
1,1,2-trichloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.15 ug/M3
1,1-dichloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	1.5 ug/M3
1,1-dichloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	1.5 ug/M3
1,2,4-trichlorobenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	2.1 ug/M3
1,2,4-trimethylbenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	7.3 ug/M3
1,2-dibromo-3-chloropropane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.00016 ug/M3
1,2-dibromomethane	EPA TO-15, NIOSH 2549, or EPA TO-17	4.2 ug/M3
1,2-dichloro-1,1,2,2-tetrafluoroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	
1,2-dichlorobenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	210 ug/M3
1,2-dichloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.094 ug/M3
1,2-dichloropropane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.24 ug/M3
1,3,5-trimethylbenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	
1,3-butadiene	EPA TO-15, NIOSH 2549, or EPA TO-17	0.081 ug/M3

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
1,3-dichlorobenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	
1,4-dichlorobenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	0.22 ug/M3
1,4-dioxane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.32 ug/M3
2-Butanone (methyl-ethyl-ketone)	EPA TO-15, NIOSH 2549, or EPA TO-17	5200 ug/M3
2-hexanone	EPA TO-15, NIOSH 2549, or EPA TO-17	31 ug/M3
2-propanol	EPA TO-15, NIOSH 2549, or EPA TO-17	
3-chloro-1-propene	EPA TO-15, NIOSH 2549, or EPA TO-17	
4-ethyltoluene	EPA TO-15, NIOSH 2549, or EPA TO-17	
4-methyl-2-pentanone	EPA TO-15, NIOSH 2549, or EPA TO-17	
Acetone	EPA TO-15, NIOSH 2549, or EPA TO-17	32000 ug/M3
Acetonitrile	EPA TO-15, NIOSH 2549, or EPA TO-17	63 ug/M3
Acrolein	EPA TO-15, NIOSH 2549, or EPA TO-17	0.021 ug/M3
Acrylonitrile	EPA TO-15, NIOSH 2549, or EPA TO-17	0.036 ug/M3
alpha-pinene	EPA TO-15, NIOSH 2549, or EPA TO-17	
a-pinene	EPA TO-15, NIOSH 2549, or EPA TO-17	
Benzene	EPA TO-15, NIOSH 2549, or EPA TO-17	0.31 ug/M3
Benzyl chloride	EPA TO-15, NIOSH 2549, or EPA TO-17	0.05 ug/M3
Bromodichloromethane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.066 ug/M3
Bromoform	EPA TO-15, NIOSH 2549, or EPA TO-17	2.2 ug/M3

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Bromomethane	EPA TO-15, NIOSH 2549, or EPA TO-17	5.2 ug/M3
Carbon Tetrachloride	EPA TO-15, NIOSH 2549, or EPA TO-17	0.41 ug/M3
Chlorobenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	52 ug/M3
Chloroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	
Chloroform	EPA TO-15, NIOSH 2549, or EPA TO-17	0.11 ug/M3
Chloromethane	EPA TO-15, NIOSH 2549, or EPA TO-17	94 ug/M3
cis-1,2-dichloroethylene	EPA TO-15, NIOSH 2549, or EPA TO-17	
cis-1,3-dichloropropene	EPA TO-15, NIOSH 2549, or EPA TO-17	
Cumene	EPA TO-15, NIOSH 2549, or EPA TO-17	420 ug/M3
Cyclohexane	EPA TO-15, NIOSH 2549, or EPA TO-17	6300 ug/M3
Dibromochloromethane	EPA TO-15, NIOSH 2549, or EPA TO-17	0.09 ug/M3
Dichlorodifluoromethane (R12)	EPA TO-15, NIOSH 2549, or EPA TO-17	100 ug/M3
d-limonene	EPA TO-15, NIOSH 2549, or EPA TO-17	
Ethanol	EPA TO-15, NIOSH 2549, or EPA TO-17	
Ethyl acetate	EPA TO-15, NIOSH 2549, or EPA TO-17	
Ethylbenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	0.97 ug/M3
Hexachlorobutadiene	EPA TO-15, NIOSH 2549, or EPA TO-17	0.11 ug/M3
Methyl methacrylate	EPA TO-15, NIOSH 2549, or EPA TO-17	
Methyl tert-butyl ether	EPA TO-15, NIOSH 2549, or EPA TO-17	9.4 ug/M3

Constituent	Analytical method (or equivalent approved by department staff)	Preferred Method Reporting Limit
Methylene chloride	EPA TO-15, NIOSH 2549, or EPA TO-17	96 ug/M3
n-butyl acetate	EPA TO-15, NIOSH 2549, or EPA TO-17	
n-heptane	EPA TO-15, NIOSH 2549, or EPA TO-17	
n-hexane	EPA TO-15, NIOSH 2549, or EPA TO-17	730 ug/M3
n-nonane	EPA TO-15, NIOSH 2549, or EPA TO-17	210 ug/M3
n-octane	EPA TO-15, NIOSH 2549, or EPA TO-17	
n-propylbenzene	EPA TO-15, NIOSH 2549, or EPA TO-17	1000 ug/M3
Propene	EPA TO-15, NIOSH 2549, or EPA TO-17	
Styrene	EPA TO-15, NIOSH 2549, or EPA TO-17	1000 ug/M3
t-butylamine	COL AQL Method 101	
Tetrachloroethylene	EPA TO-15, NIOSH 2549, or EPA TO-17	9.4 ug/M3
Tetrahydrofuran	EPA TO-15, NIOSH 2549, or EPA TO-17	2100 ug/M3
Toluene	EPA TO-15, NIOSH 2549, or EPA TO-17	5200 ug/M3
trans-1,2-dichloroethylene	EPA TO-15, NIOSH 2549, or EPA TO-17	63 ug/M3
trans-1,3-dichloropropene	EPA TO-15, NIOSH 2549, or EPA TO-17	
Trichloroethylene	EPA TO-15, NIOSH 2549, or EPA TO-17	0.43 ug/M3
Trichlorofluoroethane	EPA TO-15, NIOSH 2549, or EPA TO-17	
Vinyl acetate	EPA TO-15, NIOSH 2549, or EPA TO-17	210 ug/M3
Vinyl Chloride	EPA TO-15, NIOSH 2549, or EPA TO-17	0.16 ug/M3
Xylenes	EPA TO-15, NIOSH 2549, or EPA TO-17	100 ug/M3

ATTACHMENT 3
 TABLE OF EMERGENCY SCREENING VALUES
 OFF-SITE EXCEEDENCES ONLY
 REQUIRES IMMEDIATE CONTACT WITH FIRE PROTECTION
 DISTRICTS AND DEPARTMENT OF NATURAL RESOURCES

Constituent	OSHA Permissible Exposure Limit
1,1,2,2-tetrachloroethane	7 ppm
1,1,2-trichloroethane	10 ppm
1,1-dichloroethane	100 ppm
1,1-dichloroethane	100 ppm
1,2-dibromo-3-chloropropane	0.001 ppm
1,2-dichlorobenzene	50 ppm
1,4-dichlorobenzene	75 ppm
1,4-dioxane	100 ppm
2-Butanone (methyl-ethyl-ketone)	200 ppm
2-hexanone	100 ppm
Acetaldehyde	200 ppm
Acetic Acid	10 ppm
Acetone	1000 ppm
Acetonitrile	40 ppm
Acrolein	0.1 ppm
Acrylonitrile	2 ppm
Ammonia	50 ppm
Benzene	1 ppm
Benzo(a)pyrene	0.2 mg/M3
Benzyl chloride	1 ppm
Butylamine and isomers	5 ppm (n)
Carbon Disulfide	20 ppm
Carbon Monoxide	50 ppm
Carbon Tetrachloride	10 ppm
Chlorobenzene	75 ppm
Chloroform	50 ppm
Crotonaldehyde (total)	2 ppm
Cumene	50 ppm
Cyclohexane	300 ppm
Dichlorodifluoromethane (R12)	1000 ppm
Diethylamine	25 ppm
Diisopropylamine	5 ppm
Dimethylamine	10 ppm
Ethanol	1000 ppm
Ethyl acetate	400 ppm
Ethylamine	10 ppm

Constituent	OSHA Permissible Exposure Limit
Ethylbenzene	100 ppm
Formaldehyde	0.75 ppm
Hydrogen Cyanide	10 ppm
Hydrogen Sulfide	20 ppm
Isopropylamine	5 ppm
Isoprpolyamine	5 ppm
Mercury (elemental)	0.1 mg/M3
Methyl mercaptan	10 ppm
Methyl methacrylate	100 ppm
Methylene chloride	25 ppm
Napthalene	10 ppm
n-butyl acetate	150 ppm
n-butyl mercaptan	10 ppm
n-heptane	500 ppm
n-hexane	500 ppm
n-octane	500 ppm
Styrene	100 ppm
Tetrachloroethylene	100 ppm
Tetrahydrofuran	200 ppm
Toluene	200 ppm
Trichloroethylene	100 ppm
Triethylamine	25 ppm
Vinyl Chloride	1 ppm
Xylenes	100 ppm

ATTACHMENT 3
EMERGENCY CONTACT LIST
OFF-SITE EXCEEDENCES ONLY

ORGANIZATION	PHONE NUMBER
Emergency Services	911 Pattonville Fire Protection District Robertson Fire Protection District
Pattonville Fire Protection District	314-393-4803 On Duty Battalion Chief and 314-393-4807 Matt LaVanchy
Robertson Fire Protection District	314-575-5011 Maynard Howell
DNR Spill Line	573-634-2436
Republic Services, Inc.	314-744-8195 Craig Almanza

EXHIBIT A
OFFEROR INFORMATION

The offeror should provide the following information about the offeror's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.

- b. Describe the nature of the offeror's business, type of services performed, etc. Identify the offeror's website address, if any.

- c. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.

- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

EXHIBIT C
EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed or provide a copy of a resume of each individual containing this level of information.)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Working with government/government agencies	
✓ Prepared sample documentation and knows SOPs for handling samples	
✓ Collected SUMMA [®] canisters or similar air samples for low level air toxics analysis in accordance with SOPs	
✓ Collected sorbent tube or similar air samples for low level air toxics analysis in accordance with SOPs	
✓ Determined appropriate locations to collect upwind, downwind, and on-site air samples	
✓ Directed and ensured safety of all workers under your supervision	
✓ Managed an air sampling project and associated field activities and	

Title of Position: _____	
supervised use of resources including staff	
✓ Conducted laboratory analyses of air samples.	
✓	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services	

EXHIBIT D
PERSONNEL EXPERTISE SUMMARY

(Complete this Exhibit for any additional personnel not included on Exhibit C. Resumes may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT E METHOD OF PERFORMANCE

The offeror should present a written plan for performing the requirements specified in this Request for Proposal. This is the offeror's opportunity to explain the "who, what, when, how, and why" of meeting the service objectives. In presenting such information, the offeror should specifically address each of the following issues, including a statement of who is anticipated to provide the service, under what timeframe, what objectives will be used to determine success, what subcontractors will be used, what deliverables will be produced, etc.:

1. The offeror should describe procedures for: mobilizing to collect air samples, preparing sampling supplies and equipment, collecting air samples, labeling and packaging air samples for transport and delivery to the laboratory for analysis, accurately completing chain-of-custody forms, providing laboratory services directly or through subcontract, laboratory analysis of samples and maintenance of documentation to support subsequent data quality assessment, and providing the results and summaries to the program within established timeframes and reporting requirements established herein.
2. The offeror should include examples of similar projects of this size.
3. The offeror coordinate should explain the method for communicating with the program project manager in regard to sampling activities.
4. The offeror should explain how he/she will ensure all necessary sampling equipment, sampling media, and staff are mobilized to the site according to the schedule agreed to by the program.
5. The offeror should explain the processes used to ensure that all sample collection proceeds in accordance with the SOP or QAPP?
6. The offeror should explain the procedures for ensuring that the sample locations and odor conditions at the locations are properly documented.
7. The offeror should explain in detail the procedures and methods that will be used to ensure that samples are provided to the laboratory/laboratories with enough advance time for the laboratory/laboratories to analyze the samples within the holding time specified by the sampling methods.
8. The offeror should detail the process and procedures used in coordinating with the laboratory for the analysis of the samples to ensure timely, accurate, and meaningful results.
9. The offeror should provide how all analysis data collected will be consistently delivered electronically to the program project manager.
10. The offeror must detail the procedures that will be used to ensure the integrity of all samples and sampling results so that the results are preserved in a legally-defensible manner so that the results may be offered as evidence in a court of law.
11. The offeror must specifically identify those personnel qualifying to provide expert testimony and associated resources should they become necessary in relation to the sampling events.
12. The offeror should describe in detail the process of deploying resources to the site to conduct air sampling in an emergency event, such as a sudden, unexpected rupture of the landfill cap?
13. The offeror must detail the procedures to be followed to ensure appropriate emergency contacts are made in the event real-time monitoring data indicates an off-site concentration greater than the concentrations specified in Attachment 3.
14. Economic Impact to Missouri – the offeror should describe the economic advantages that will be realized as a result of the offeror performing the required services. The offeror should respond to the following:
 - Provide a description of the proposed services that will be performed that will be provided by Missourians.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations, if any.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; divisions; laboratory; other), including Missouri employee statistics.

EXHIBIT F
PARTICIPATION COMMITMENT

Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE)

Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

MBE Participation Commitment Table		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed MBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the MBE is proposed to perform.</i>
1.	%	Product/Service Proposed: ----- RFP Paragraph References:
2.	%	Product/Service Proposed: ----- RFP Paragraph References:
3.	%	Product/Service Proposed: ----- RFP Paragraph References:
4.	%	Product/Service Proposed: ----- RFP Paragraph References:
Total MBE Percentage:		%

WBE Participation Commitment Table

(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed WBE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the WBE is proposed to perform.</i>
1.	%	Product/Service Proposed: ----- RFP Paragraph References:
2.	%	Product/Service Proposed: ----- RFP Paragraph References:
3.	%	Product/Service Proposed: ----- RFP Paragraph References:
4.	%	Product/Service Proposed: ----- RFP Paragraph References:
Total WBE Percentage:		%

Organization for the Blind/Sheltered Workshop Commitment Table

By completing this table, the offeror commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the organization for the blind/sheltered workshop is proposed to perform.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

SDVE Participation Commitment Table

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The offeror should also include the paragraph number(s) from the RFP which requires the service the SDVE is proposed to perform.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
Total SDVE Percentage:	%	

EXHIBIT G
DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the offeror must either provide a letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

Offeror Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop _____ SDVE

Name of Organization: _____
(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: _____ Email: _____

Address (If SDVE, provide MO Address): _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

Certification Expiration Date: _____
(or attach copy of certification)

SDVE's Website Address: _____

Service-Disabled Veteran's (SDV) Name: _____ SDV's Signature: _____

(Please Print)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the participating organization)* have agreed to provide:

Authorized Signature:

*Authorized Signature of Participating Organization
(MBE, WBE, Organization for the Blind, Sheltered Workshop,
or SDVE)*

*Date
(No earlier than the
RFP issuance date)*

EXHIBIT G
DOCUMENTATION OF INTENT TO PARTICIPATE (continued)
SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)

If the participating organization is an SDVE, then the SDVE must provide the following Service-Disabled Veteran (SDV) documents unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); and
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

If the SDVE previously submitted copies of the SDV's documents (the SDV's award letter or the SDV's discharge paper, and the SDV's documentation certifying disability) to a Missouri state agency or public university within the past five (5) years, the SDVE should provide the information requested below.

Name of **Missouri State Agency** or **Public University*** to Which SDV's Documents were 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 SDV's Documents were Submitted: _____

Previous **Bid/Contract Number** for Which SDV's Documents were Submitted: _____ (if known)

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the DPMM website (www.oa.mo.gov/purch/vendorinfo/sdve.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Buyer

Date

EXHIBIT H
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror 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 http://www.dhs.gov/files/programs/gc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Department of Natural Resources.

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 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 the Department of Natural Resources with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT H, 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 Entity
Representative's Signature*

Business Entity Name

Date

E-Mail Address

As a business entity, the offeror must perform/provide each of the following. The offeror should check each to verify completion/submission of all of the following:

┆ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; 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 offeror's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed, at minimum, by the offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the offeror'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 Exhibit.

EXHIBIT H, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror 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.)

_____	_____
<i>Authorized Representative's Signature</i>	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)

_____	_____
<i>Signature of Notary</i>	Date

EXHIBIT H, 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 offeror's name and the MOU signature page completed and signed by the offeror 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 **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT I
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	DUNS #
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT J
MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee/Conflict of Interest:

Offerors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

EXHIBIT K
COMPOUNDS – LABORATORY'S METHOD REPORTING LIMIT

Aldehydes

Constituent	Analytical method	Laboratory's Method Reporting Limit
0-tolualdehyde		
2,5-dimethylbenzaldehyde		
3-methylbenzaldehyde		
Acetaldehyde		
Benzaldehyde		
Butyraldehyde		
Crotonaldehyde (total)		
Formaldehyde		
Isovaleraldehyde		
m, p-tolualdehyde		
n-hexaldehyde		
o-tolualdehyde		
Propionaldehyde		
Valeraldehyde		

Amines

Constituent	Analytical method	Laboratory's Method Reporting Limit
Butylamine and isomers		
Diethylamine		
Diisopropylamine		
Dimethylamine		
Dipropylamine		
Ethylamine		
Isobutylamine		
Isopropylamine		
Isoprpylamine		
Propylamine		
s-butylamine		
Triethylamine		
Trimethylamine		

Ammonia

Constituent	Analytical method	Laboratory's Method Reporting Limit
Ammonia		

Carboxylic Acids

Constituent	Analytical method (or equivalent approved by department staff)	Laboratory's Method Reporting Limit
2-ethylhexanoic Acid		
2-ethylhexanoic acid		
2-methyl Butanoic Acid		
2-methylpentanoic acid		
2-methylpropanoic acid		
3-methylbutanoic acid		
3-methylpentanoic acid		
4-methylpentanoic acid		
Acetic Acid		
Benzoic acid		
Butanoic (butyric) Acid		
Cyclohexanecarboxylic acid		
Heptanoic Acid		
Hexanoic acid		
Methyl Butanoic Acid (isovaleric acid)		
Methyl Propanoic Acid		
Methylpentanoic Acid isomers		
Nonanoic Acid		
Octanoic Acid		
Pentanoic Acid		
Propanoic Acid		

Dioxins/Furans

Constituent	Analytical method	Laboratory's Method Reporting Limit
1,2,3,4,6,7,8,9-Octachlorodibenzofuran (OCDF)		
1,2,3,4,6,7,8,9-Octachlorodibenzo-p-dioxin (OCDD)		
1,2,3,4,6,7,8-Heptachlorodibenzofuran (HpCDF)		
1,2,3,4,6,7,8-Heptachlorodibenzo-p-dioxin (HpCDD)		
1,2,3,4,7,8,9-Heptachlorodibenzofuran (HpCDF)		
1,2,3,4,7,8-Hexachlorodibenzofuran (HxCDF)		
1,2,3,4,7,8-Hexachlorodibenzo-p-dioxin		
1,2,3,6,7,8-Hexachlorodibenzofuran (HxCDF)		
1,2,3,6,7,8-Hexachlorodibenzo-p-dioxin (HxCDD)		
1,2,3,7,8,9-Hexachlorodibenzofuran (HxCDF)		
1,2,3,7,8,9-Hexachlorodibenzo-p-dioxin (HxCDD)		
1,2,3,7,8-Pentachlorodibenzofuran (PeCDF)		
1,2,3,7,8-Pentachlorodibenzo-p-dioxin (PeCDD)		
2,3,4,6,7,8-Hexachlorodibenzofuran (HxCDF)		
2,3,4,7,8-Pentachlorodibenzofuran (PeCDF)		
2,3,7,8-Tetrachlorodibenzofuran (TCDF)		
2,3,7,8-Tetrachlorodibenzo-p-dioxin (TCDD)		

Fixed Gases

Constituent	Analytical method	Laboratory's Method Reporting Limit
Carbon Monoxide		
Hydrogen		
Methane		

Hydrogen Chloride

Constituent	Analytical method	Laboratory's Method Reporting Limit
Hydrogen Chloride		

Hydrogen Cyanide

Constituent	Analytical method	Laboratory's Method Reporting Limit
Hydrogen Cyanide		

Mercury

Constituent	Analytical method	Laboratory's Method Reporting Limit
Mercury (elemental)		

PAHs

Constituent	Analytical method	Laboratory's Method Reporting Limit
Acenaphthylene		
Acenaphthene		
Anthracene		
Benzo(a)anthracene		
Benzo(a)pyrene		
Benzo(b)fluoranthene		
Benzo(g,h,i)perylene		
Benzo(k)fluoranthene		
Chrysene		

Constituent	Analytical method	Laboratory's Method Reporting Limit
Dibenz(a,h)anthracene		
Fluoranthene		
Fluorene		
Indeno(1,2,3-cd)pyrene		
Napthalene		
Phenanthrene		
Pyrene		

Reduced Sulfur

Constituent	Analytical method	Laboratory's Method Reporting Limit
2,5-dimethylthiophene		
2-ethylthiophene		
3-methylthiophene		
Carbon Disulfide		
Carbonyl Sulfide		
Diethyl Disulfide		
Diethyl Sulfide		
Dimethyl Disulfide		
Dimethyl sulfide		
Ethyl mercaptan		
Ethyl methyl sulfide		
Hydrogen Sulfide		
Isobutyl mercaptan		
Isopropyl mercaptan		
Mercaptan isomers		
Methyl mercaptan		
n-butyl mercaptan		
n-propyl mercaptan		
tert-butyl mercaptan		
Tetrahydrothiophene		
Thiophene		

Sulfur Dioxide

Constituent	Analytical method	Laboratory's Method Reporting Limit
Sulfur Dioxide		

VOCs

Constituent	Analytical method	Laboratory's Method Reporting Limit
1,1,1-trichloroethane		
1,1,2,2-tetrachloroethane		
1,1,2-trichloroethane		
1,1-dichloroethane		
1,1-dichloroethane		
1,2,4-trichlorobenzene		
1,2,4-trimethylbenzene		
1,2-dibromo-3-chloropropane		
1,2-dibromomethane		
1,2-dichloro-1,1,2,2-tetrafluoroethane		
1,2-dichlorobenzene		
1,2-dichloroethane		
1,2-dichloropropane		
1,3,5-trimethylbenzene		
1,3-butadiene		

Constituent	Analytical method	Laboratory's Method Reporting Limit
1,3-dichlorobenzene		
1,4-dichlorobenzene		
1,4-dioxane		
2-Butanone (methyl-ethyl-ketone)		
2-hexanone		
2-propanol		
3-chloro-1-propene		
4-ethyltoluene		
4-methyl-2-pentanone		
Acetone		
Acetonitrile		
Acrolein		
Acrylonitrile		
alpha-pinene		
a-pinene		
Benzene		
Benzyl chloride		
Bromodichloromethane		
Bromoform		

Constituent	Analytical method	Laboratory's Method Reporting Limit
Bromomethane		
Carbon Tetrachloride		
Chlorobenzene		
Chloroethane		
Chloroform		
Chloromethane		
cis-1,2-dichloroethylene		
cis-1,3-dichloropropene		
Cumene		
Cyclohexane		
Dibromochloromethane		
Dichlorodifluoromethane (R12)		
d-limonene		
Ethanol		
Ethyl acetate		
Ethylbenzene		
Hexachlorobutadiene		
Methyl methacrylate		
Methyl tert-butyl ether		

Constituent	Analytical method	Laboratory's Method Reporting Limit
Methylene chloride		
n-butyl acetate		
n-heptane		
n-hexane		
n-nonane		
n-octane		
n-propylbenzene		
Propene		
Styrene		
t-butylamine		
Tetrachloroethylene		
Tetrahydrofuran		
Toluene		
trans-1,2-dichloroethylene		
trans-1,3-dichloropropene		
Trichloroethylene		
Trichlorofluoroethane		
Vinyl acetate		
Vinyl Chloride		
Xylenes		

**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Natural Resources (DNR)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DNR. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DNR to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DNR.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DNR.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DNR if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DNR, unless the RFP specifically refers the offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DNR in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DNR monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor

database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.

- f. The DNR reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DNR or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DNR. If DNR determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DNR office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DNR office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DNR post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DNR office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DNR office, may be modified by signed, written notice which has been received by the DNR prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DNR office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DNR prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.
- f. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DNR must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- g. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DNR office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DNR to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DNR reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DNR reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DNR reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DNR to the successful offeror. The DNR reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DNR based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DNR posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DNR reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- o. The final determination of contract(s) award shall be made by DNR.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DNR's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DNR or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DNR.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DNR, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DNR may cancel the contract. At its sole discretion, the DNR may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DNR within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DNR will issue a notice of cancellation terminating the contract immediately. If it is determined the DNR improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DNR cancels the contract for breach, the DNR reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DNR deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DNR immediately.
- b. Upon learning of any such actions, the DNR reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DNR shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DNR until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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