



CITY CONTRACT # 60/2025

EnviroServe, Inc

UNHOUSED ENCAMPMENT CLEANUP SERVICES

**City of Columbia
Columbia, MO 65202**

**CALE TURNER, PURCHASING AGENT
PURCHASING/5th FLOOR
701 E. BROADWAY
COLUMBIA, MO 65201**

**CITY OF COLUMBIA CONTRACT FOR
ENCAMPMENT CLEANUP SERVICES
CITY OF COLUMBIA CONTRACT NO. 60/2025**

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and **EnviroServe of Missouri, Inc**, a company with the authority to transact business within the State of Missouri, hereinafter called the "Contractor", is made and entered into on the date of the last signatory noted below ("Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the City has determined that it has a need for encampment cleanup services provided on a term and supply basis described in the City's request for quotation ("RFQ") 60/2025 attached hereto as **Exhibit 1**;

WHEREAS, to meet City's needs for such services, Contractor submitted Contractor's Proposal and Pricing (hereinafter "Contractor's Response"), attached hereto as **Exhibit 3** and made a part of this Agreement; and

WHEREAS, City and Contractor wish to enter into an agreement for Contractor to provide these services on a term and supply basis pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

1. Definitions:

- 1.1. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives. By law, it is the responsibility of the Contractor to confirm that the person acting on behalf of the City has the authority to bind the City.
- 1.2. "Contractor" shall mean the party having entered into Contract to perform the Services herein specified.
- 1.3. "Department Representative" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.
- 1.4. "Services" shall mean the timely provision of services, details of which are further described in this Agreement, in the City's RFQ, attached hereto as **Exhibit 1**, and in Contractor's Response, attached hereto as **Exhibit 3**, both of which are made a part of this Agreement.
- 1.5. "Request for Services" shall mean the initial request placed by a representative of the City to the Contractor.

- 1.6. “Project” shall mean work authorized by a purchase order issued pursuant to this agreement.

2. RESPONSIBILITIES

- 2.1. **Required Services:** Contractor agrees to perform the Services as described in City’s RFQ No. 60/2025, which is attached as **Exhibit 1**, including all exhibits or attachments attached thereto. Contractor agrees to perform all Services in a good and workmanlike manner according to the specifications and plans set forth herein and in any purchase order.
- 2.2. **Meetings:** Contractor shall meet as required by the Department Representative before and during the progress on any Project.
- 2.3. **Written Estimate:** As required by the terms of the RFP, prior to starting any project Contractor shall provide a written estimate including all information required or requested.
- 2.4. **Issuance of Purchase Order:** After review and approval of the estimate, the Purchasing Agent may issue a purchase order for the Services. The Purchasing Agent is the only person authorized to issue a purchase order under this Agreement. The City has no financial obligation under this Agreement and under any purchase order until the Purchasing Agent issues a purchase order.
- 2.5. **Suspension or Stoppage of Services:** City may stop or suspend Contractor’s Services at any time and for any reason. If the Services are stopped or suspended by City, then Contractor will be entitled to receive payment for the work actually performed prior to the stoppage plus all reasonably incurred costs that result from the termination or suspension to include, but not limited to, demobilization costs and cancellation charges. In the event of a suspension, Contractor shall be entitled to an equitable adjustment in time for performance.
- 2.6. **Change Orders:** No change order will be effective unless issued in writing by the Department Representative or Purchasing Agent following receipt of a written estimate for the additional work.
- 2.7. **Interference:** All work scheduled by the Contractor shall be planned with the consent of the Department Representative and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of the City.

3. PRICING

- 3.1. **Pricing:** Both parties agree the pricing will be calculated with reference to the amounts provided in Contractor’s Response, attached hereto as **Exhibit 3**. Contractor reserves the right to make annual pricing increases in a manner consistent with its general practices. Contractor shall provide the City with at least thirty (30) days' prior written notice of any such price increase. If the City

objects to any such price increase, the City's sole remedy is to terminate this Agreement by providing written notice to Contractor within thirty (30) days of receiving the price increase notification, with such termination effective as of the effective date of the price increase. If the City does not terminate within this period, the new prices shall become effective as stated in the notice.

3.2. **Contract Value Not Guaranteed:** As a term and supply contract, the budgeted and appropriated amount is a total amount expendable by the City on all contracts and designated projects, with no minimum value promised to the Contractor. Any quantities identified in the RFP are estimates only and no quantity is guaranteed. The Contractor may not be selected for any designated projects and if so would receive no compensation at all.

4. BILLING AND PAYMENT

4.1. **Documentation of Services Performed:** Contractor shall submit invoices in the form and format and at such times as requested by Purchasing Agent. Contractor shall provide additional supporting information as requested if requested by the Purchasing Agent or the Department Representative.

4.2. **Requests for Payment:** All invoices **shall be submitted to the Department Representative** with a copy to:

○ AccountsPayable@como.gov

or

City of Columbia
Finance/Accounts Payable Division
PO Box 7236
Columbia, Mo 65205

The payment amount is subject to final determination of goods purchased at unit prices set forth in **Exhibit 3**, as updated in accordance with Section 3, above. The City will make payment to the Contractor on the basis of work performed by the Contractor less any offsets or deductions authorized in the Agreement or otherwise authorized by law.

4.3. **Offsets:** City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

- Unsatisfactory job progress;
- Defective work;
- Failure to make payments to subcontractors or suppliers;
- Reasonable evidence that the Project cannot be completed for the unpaid balance of this purchase order Amount;

- Damage by Contractor or subcontractors or suppliers to property of City or others;
- Contractor's material, sustained breach of this Agreement; or
- Contractor's failure to provide requested documentation.

4.4. **Time of Payment:** Except as otherwise provided in this paragraph or as otherwise agreed by the Purchasing Agent in writing issued in advance of any work being performed, payments will be made at the conclusion of the Project only. The failure to provide complete information may result in delay of payment. The City will make payment within thirty (30) days of receiving a properly supported invoice. City may, but is not required, to make partial payment to Contractor on the basis of a duly certified payments for materials delivered/stored on a Project site (or other City approved storage site with such written assurances as required by the City). Such partial payment shall be based only upon the actual cost of such materials to Contractor, shall not include any overhead or profit to Contractor and shall not exceed the amount authorized by the purchase order.

4.5. **Payment Constitutes Complete Compensation:** Payment of the final invoiced amount on any Project shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in this Agreement and the purchase order for the Project. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the work shall be paid for outside of or in addition to the amounts allowed under this Agreement.

5. DEPARTMENT REPRESENTATIVE

5.1. **The Role of the Department Representative:** The Department Representative acts as a liaison between the City and the Contractor for the purpose of obtaining answers and direction regarding the Contractor's performance of this Agreement and purchase orders issued under this Agreement. The Department Representative has no authority to alter, add to, or delete any terms of this Agreement, including terms contained in any attachment or exhibit. Modifications to this Agreement are only effective if executed in the same manner as this Agreement. Nothing in this Agreement shall constitute a representation that the Department Representative has authority to make decisions on behalf of the City.

6. TERM AND TERMINATION

6.1. **Term:** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the term of this Agreement shall be renewable for up to four (4) successive one (1) year terms upon agreement of both parties. In no event shall this Agreement be binding on either Party beyond five (5) years from the

Effective Date.

- 6.2. **Termination for Default:** The Purchasing Agent may, by written notice, terminate this Agreement in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be paid for all services properly performed through the date of termination. In general, termination for default shall be effective ten (10) days from the Contractor's receipt of notice.
- 6.3. **Termination Due To Non-Appropriation:** Any and all obligations in this Agreement which impose any financial obligations on the City are conditioned upon there being sufficient, unencumbered funds appropriated for that purpose. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City budget decisions are subject to the discretion of the city council. Contractor's assumption of risk of possible non -appropriation is part of the consideration for this Agreement.
- 6.4. **Termination for Convenience:** The performance of work under this Agreement may be terminated for convenience by the City in whole or in part, whenever the Purchasing Agent will determine that such termination is in the best interest of the City of Columbia, upon not less than forty-five (45) days' notice. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination is effective, which shall not be less than forty-five (45) days from the date the letter is delivered. After receipt of a termination letter the Contractor shall:
 - Make preparations to stop and, to the extent reasonable, actually stop work on the Agreement on the date and to the extent specified in the letter.
 - Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Agreement not terminated.
 - Complete on schedule such part of the work as will not be terminated by termination letter.

In the event of a termination for convenience, City shall pay Contractor for all services properly performed through the effective date of such termination.

7. CONTRACTOR'S INSURANCE

- 7.1. **Insurance Required:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the execution of any Project the following insurance

coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VII. The City may, at any time, request the submission of a certificate of insurance as proof of compliance with this section or the Agreement.

- 7.1.1. **Workers' compensation & employer's liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$1,000,000 each accident, disease each employee and disease policy limit.
- 7.1.2. **Commercial general liability:** Contractor shall maintain Commercial General Liability at a limit of \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- 7.1.3. **Business auto liability:** Contractor shall maintain Business Automobile Liability at a limit of \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- 7.1.4. **Use of umbrella policies:** Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall be the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis (but, in either case, only to the extent of the liabilities assumed by Contractor hereunder).
- 7.1.5. **Additional insureds:** The City of Columbia, its elected officials and employees are to be Additional Insured as to Commercial Liability Insurance and Business Auto Liability Insurance with respect to the Project to which these insurance requirements pertain but only to the extent of the liabilities assumed by Contractor hereunder. Contractor is required to maintain coverages as stated, to share (upon request) insurance certificates establishing compliance with the same, and required to notify the City of a Carrier Change or cancellation within thirty (30) days.
- 7.1.6. **No waiver of immunities:** The Parties hereto understand and agree that the

City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

- 7.1.7. **Contract termination:** Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement in accordance with Section 6.2.
- 7.1.8. **No assumption of liability:** The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Contractor and/or its employees and/or its subcontractors in the performance of this Agreement.

8. MISCELLANEOUS

- 8.1. **Hold Harmless Agreement:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence or intentional misconduct.
- 8.2. **Cooperative Purchasing:** Contractor agrees to allow other governmental and public entities in the Mid-Missouri Public Purchasing Cooperative to use the rates specified in this Agreement (on the terms and conditions of) for similar work.
- 8.3. **Permits:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances, rules, regulations, and laws of the city, county, state, and nation as apply to the work.
- 8.4. **Patents:** The Contractor shall protect the City against all suits for patent infringement on materials, equipment, and methods used.
- 8.5. **Assignment of Contract:** No assignment by the Contractor of this Agreement or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the City and the Surety (if there is a Surety) has been given due notice of such assignment in writing.
- 8.6. **Subcontracting:** No part of the work covered by this Agreement shall be sublet by

the Contractor without the prior written approval of the Purchasing Agent.

8.7. **Equal Opportunity:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal and state law, and Contractor shall comply with federal, state and local laws related to Equal Opportunity.

8.8. **Domestic Purchasing Policy:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Agreement whenever the quality and price are comparable with other goods.

8.9. **Americans with Disabilities Act:** Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves the Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Agreement involves construction work, the Project(s) when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Agreement are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

8.10. **Discrimination Prohibited:** Contractor shall comply with Article III of Chapter 12 of the City's Code of Ordinances, and with any state or federal laws or regulations relating to unlawful employment practices in connection with any work to be performed pursuant to this Agreement. Contractor shall include this obligation of compliance in its contracts with subcontractors.

8.11. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

8.12. **Employment of Unauthorized Aliens Prohibited:** Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

8.12.1. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in **Exhibit 2**.

8.12.2. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

8.13. **No Waiver of Immunities:** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

8.14. **Amendment:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

8.15. **Governing Law and Venue:** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of *forum non conveniens*.

8.16. **General Laws:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

8.17. **Missouri Anti-Discrimination against Israel Act:** To the extent required by Missouri Revised Statute Section 34.600, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

8.18. **Notices:** The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to City:
City of Columbia Finance Department
P.O. Box 6015
Columbia, Mo. 65205
Attn: Purchasing Agent
With a copy to the Department Representative.

If to Contractor:
EnviroServe of Missouri, Inc.
Inc 9815 S Monroe Street
Sandy, UT 84070
Attn: Tasha Kilgore

8.19. **Contract Documents:** The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference. All references herein to any exhibit shall include all exhibits and attachments attached thereto without the necessity of any further reference.

Exhibit	Description
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1	City's Request for Proposal
2	Work Authorization Affidavit
3	Contractor's Proposal and Pricing Dated August 21, 2025

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any exhibit, the terms of the documents control in the order listed above. In the event of a conflict between the terms of this Agreement, including exhibits, and any purchase order issued pursuant to this agreement, the terms of this Agreement and its exhibits prevail.

8.20. **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the Parties relative to the Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor's Services described herein are superseded.

8.21. **Counterparts and Electronic Signatures:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement

8.22. Notwithstanding anything to the contrary in this Agreement or any other agreement among the parties hereto, each party hereto waives any right to claim against or recover from the other party the following: indirect or consequential damages, anticipatory or lost profit damages, loss of opportunity, special, punitive, exemplary, or multiple damages provided, however, that the foregoing waiver shall not apply to, and expressly excludes, liabilities arising out of a party's intentional misconduct or gross negligence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
City Purchasing Agent

Date: _____

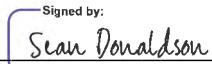
APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/bt

Certification: This award is made on a need basis and does not obligate the City to pay any specific amount. The availability of funds for specific purchases will be determined as the City places its order, with orders made within the amounts previously budgeted.

Matthew Lue, Director of Finance

Contractor: ENVIROSERVE OF MISSOURI, INC

Signed by:
By: 
EEEF3C4B45EC4C6...

Name: Sean Donaldson

Title: Director of Operations

Date: 1/12/2026

EXHIBIT 1

City Request for Proposal

Excluding: Sample Agreement



SOLICITATION NO.: Request for Proposal (RFP) 60/2025

PROCUREMENT OFFICER: Michelle Sorensen

PHONE NO.: (573) 874-6317

E-MAIL: Michelle.Sorensen@como.gov

TITLE: Unhoused Encampment Cleanup Services

ISSUE DATE: July 29, 2025

RETURN PROPOSAL NO LATER THAN: August 22, 2025 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

(U.S. Mail)

RETURN PROPOSAL TO: **CITY OF COLUMBIA PURCHASING** or **CITY OF COLUMBIA PURCHASING**
PO BOX 6015 701 E. BROADWAY, 5th FLOOR
COLUMBIA MO 65205 COLUMBIA MO 65201

(Courier Service)

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

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

**City of Columbia
Various Locations
Colnmbia, MO 65201**

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 requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME	
MAILING ADDRESS	
CITY, STATE, ZIP CODE	

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for encampment cleanup services for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Technical Specifications
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A through G
- 6) Attachment 1 – Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a RFP document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- 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.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, 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.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- 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.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 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 end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- 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 end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
August 7, 2025	Pre-Proposal Conference, 10:00 a.m. CST at City Hall, 701 East Broadway, Columbia, MO 65202 – Conference Room 1-C
August 13, 2025	Close of written <i>Requests for Additional Information</i>

August 15, 2025	Written responses to <i>Requests for Additional Information</i> sent to all
August 22, 2025	Offeror is due by 5:00 p.m. CST
September, 2025	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened and considered in the evaluation. The proposal must be in sealed envelopes and marked in bold letters "**RFP 60/2025 – Unhoused Encampment Cleanup Services.**"

QUESTIONS/CLARIFICATIONS OF THE OFFEROR:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB
 Phone: 573-874-6317
 E-mail: Michelle.Sorensen@como.gov

Any oral responses to any question shall be unofficial and not binding on the City. An Addendum to this RFP providing the City's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on August 13, 2025.

PRE-PROPOSAL CONFERENCE:

Pre-proposal Conference Date and Time: A pre-proposal conference regarding this RFP will be held on **August 7, 2025 at 10:00 am, Central Time, at City Hall, 701 East Broadway, Columbia, MO 65201, Conference Room 1-C.** Potential offerors are encouraged to participate in the pre-proposal conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The potential offeror should become familiar with the RFP and develop all questions prior to the pre-proposal conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- Pre-Proposal Conference Agenda: The potential offeror should have a copy of the RFP for the pre-proposal conference since it will be used as the agenda for the pre-proposal conference.
- Communication Prior to the conference: The potential offeror is encouraged to review the RFP prior to the pre-proposal conference and may submit written communications and/or questions regarding the RFP, which reference the RFP paragraphs (with page number), to the procurement officer identified on page one. Such prior communication will provide the City with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- Communication During the Conference: During the pre-proposal conference, it shall be the sole responsibility of the potential offeror to orally address all issues previously presented to the procurement officer by the potential offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- Addendum to the RFP: Any modifications needed to the RFP as a result of discussions from the pre-proposal conference will be accomplished as an addendum to the RFP. Neither formal minutes of the pre-proposal conference nor written records of the questions/communications will be maintained.

Pre-Proposal conference Special Accommodations: Potential offerors are strongly encouraged to advise the Purchasing Division within five (5) business days of the scheduled pre-proposal conference of any special accommodations needed for people with health conditions or impairments who will be participating in the pre-proposal conference so that these accommodations can be made.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City. Any person may review proposals after the agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

AGREEMENT DOCUMENTS:

The final agreement between the City and the offeror will include the following at a minimum:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

AMERICANS WITH DISABILITIES ACT (ADA):

Contractor shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government' programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services. Title IV, requires closed captioning of federally funded public service announcements.
www.dol.gov/general/topic/disability/ada.

STATE OF ISRAEL:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, contractor hereby certifies that company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

ADDENDUMS:

Addenda shall be issued and posted through the City's E Bidding website at www.como.gov/finance/vendors/bid-solicitations/ and American Document Solutions <https://www.adsplanroom.net/> if applicable.

FUNDS:

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting agreement will become null and void, without penalty to the City.

COOPERATIVE PROCUREMENT:

The contractor shall provide Unhoused Encampment Cleanup as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the specifications stated herein. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the City bears no financial responsibility for any payments due the contractor by such governmental entities.

TERMS AND CONDITIONS/SAMPLE AGREEMENT:

The sample agreement is attached as Attachment 1. Please review the terms and conditions set forth in the sample agreement. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 1, the offeror shall specifically include the exceptions in its proposal response.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES:

The City is seeking a contractor to conduct scheduled cleanups of designated unhoused encampment areas, improving health, safety and environmental conditions while respecting the dignity of unhoused individuals. Cleanup areas may be located on City property, including within City right of way, and, when authorized, on private property. If the boundaries of the designated clean-up area are in question, the Contractor shall contact the designated department representative for clarification.

The City anticipates awarding to multiple contractors. Individual Purchase Order (PO) projects shall be awarded based on capability and availability of the contractor.

Invoiced cost of individual, PO project shall not exceed fifty thousand dollars (\$50,000.00).

Contractor shall, at a minimum:

Contractor shall furnish all required materials, supplies, equipment and tools; perform all necessary labor and supervision; install, erect, equip, and complete all work stipulated in, required by, and in accordance with RFP, RFP exhibits, attachments, contract documents and documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

In the event of any disturbances involving any resident of an area being cleaned, contractor shall defer to the Columbia Police Department officers. In no event will Contractor's staff make any physical contact with any member of the public, including residents of encampments, in the course of cleanings.

After notice to proceed is given, contractor shall remove and discard abandoned items or trash that are found in the designated cleanup area. Trash is defined as food waste, human waste, perishable items not in a container, discarded needles or other biohazard items, or other litter and debris.

Contractor shall provide and enforce the use of personal protective equipment (PPE) for all personnel. PPE shall be high-visibility safety apparel meeting class 2 or class 3 requirements of American National Standard Institute (ANSI), International Safety Equipment Association (ISEA) for High-Visibility Safety Apparel and Headgear.

Contractor shall ensure that all ride-on equipment used in the work, including but not limited to riding mowers, trucks, tractors, and small utility supply vehicles, shall be equipped with a USDOT-approved warning light in accordance with Sec 616.5.1. All ride-on mowing equipment and non-licensed supply equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment.

During working hours, contractor shall not park service supply transport vehicles or equipment within fifteen (15) feet from the edge of pavement for more than one (1) hour, unless all equipment is behind a barrier or in a protected area. All service and supply operations shall be conducted at least thirty (30) feet from the edge of pavement except as necessary to repair inoperable equipment. The City is not liable for any damaged, stolen or defaced equipment or materials on the project site.

Contractor shall not park vehicles, store equipment or materials closer than thirty (30) feet from the end of the pavement, unless the equipment, vehicles, or materials are located behind a roadside barrier or in some other properly protected area. Contractor shall notify the Department Representative of any temporary parking/storage located in the right of way. The City is not liable for any damaged, stolen or defaced equipment or materials left on the project site.

Contractor shall be responsible for any permits required for the project(s), including permits for any work conducted within MoDOT or City right of way.

Contractor shall provide all equipment, labor, materials, and other incidentals to perform the work in a workman like manner. Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor. Methods used by Contractor for litter or debris removal shall not harm, deface, or damage the City property or right of way. Contractor shall not damage turf areas, slopes, trees, shrubs, signs, delineator posts, pavement, bridge structures or other roadside features during operations.

Contractor shall be responsible for all disposal fees and purchase of disposal container(s) and/or disposal container rental(s).

Contractor shall collect and remove all solid waste, debris, and bulky items from project site. The contractor shall collect and properly dispose of all collected litter off of the right-of-way at the end of each working day. Bags shall not be left on any paved shoulder during encampment clean-up operations. The contractor shall dispose of all litter, debris, and biohazard material, in accordance with all federal, state and local laws and regulations. Failure to pick up and remove litter and debris in a proper and timely manner, or failure to remove the collected litter and debris off of the right-of-way at the end of each work-day will result in immediate suspension of all work. Operations will remain suspended until the situation has been corrected and approval has been given by the engineer for the operation to resume.

Contractor shall follow all environmental and safety regulations for hazardous waste.

Contractor shall ensure that all personnel have received proper training for site hazards (e.g., sharp and other hazardous materials).

Contractor shall identify and safely remove hazardous materials (e.g., needles, biohazards), placing biohazards in a Food and Drug Administration (FDA) cleared, properly labeled container. Container(s) shall be disposed of at a household hazardous waste facility and documentation of such disposal must be sent to the City for verification.

Contractor shall conduct limited vegetation trimming or clearing if necessary.

Contractor shall perform any minor repairs or restoration (e.g., filling holes, smoothing surfaces).

Contractor shall restore the area to a safe and sanitary condition.

Contractor shall transport waste to approved disposal or recycling facilities.

Work shall be completed within 48 hours of mobilization, unless otherwise specified in the notice to proceed or agreed upon with the city.

Upon presumptive completion of the required work for each encampment site, Contractor shall notify the Department Representative and an inspection will be performed. Contractor shall provide a daily count of trash bags and the weight ticket from the landfill shall be submitted to City. If the Department Representative determines all work required by the contractor has been satisfactorily completed, the Department Representative will notify Contractor in writing of acceptance of the work.

Work determined to be unsatisfactory by the Department Representative and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the specified working days for each encampment site. If needed for correction of unsatisfactory work, the contractor will be given an extension of contract time. No contract time extension will be made for notification made prior to completion of the work. Any time extension given will be considered a no compensable delay. Upon completion of the corrections, the contractor shall notify the Department Representative for a reinspection.

Contractor will be compensated for its cleaning services at the bid hourly rate. Computation of time spent on a cleaning operation may include travel time within the City of Columbia area and time required for safe disposal of trash or abandoned items, but will not include any other time. However, if a cleaning operation is performed in less

than four hours, contractor will be compensated for the cleaning operation at four hours. Contractor's compensation rate crew range (e.g., 1-5; 6-15; and 16-30) is all-inclusive and applies regardless of the number of personnel within that range involved in a cleaning. The compensation provided under this Paragraph constitutes Contractor's sole form of compensation under the Agreement. Contractor will not be reimbursed for other expenses incurred.

City Responsibilities:

- Identify unhoused encampment
- Determining and designating work area for each project
- Notify unhoused individuals occupying camp of the date and time of clean up. Unhoused must relocate prior to clean up start date
- Notify public through a press release of encampment cleanup and possible road closures
- All traffic control and lane closures for designated work area.
- Obtaining access to private property if needed.

TECHNICAL SPECIFICATIONS:

Contractor shall comply with the following requirements, at a minimum:

- All applicable codes, standards, health regulations and health codes - City, State and Federal
- Americans with Disabilities Act (ADA) specification requirements for this project: www.dol.gov/general/topic/disability/ada.
- Occupational Safety and Health Administration (OSHA) www.osha.gov
- U.S. Environmental Protection Agency www.epa.gov/rcre/resource-conservation-and-recovery-act-rcre-regulations
- US Department of Transportation, DOT <https://www.transportation.gov/>
- Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov/?_gl=1*1t42of0*_ga*MTI3MzI1MDAxNi4xNzUwMDkxMjgw*_ga_VW1SFWJKBB*cxE3NTAxODI3MDckbzIkZzAkdDE3NTAxODI3MTAkajU3JGwwJGgw

PERIOD OF SERVICE:

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. The contract shall not bind, nor purport to bind, the city for any contractual commitment in excess of the original contract period. The Purchasing Division 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 Purchasing Division exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: Pricing shall remain firm for the first year of the contract from the date of award.

After the end of the first year, the pricing may be changed only once per year for the following reasons:

A: An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase contractor's profit.

B: All written requests for increase's shall include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least thirty (30) calendar days prior to the scheduled increase/decrease of renewal of contract.

Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the contractor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the contract shall notify the vendor of said decline.

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 city 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 City 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.

In no event, shall the term of the contract/agreement exceed five (5) years and three (3) months per City Ordinance.

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 City and to ensure that the City 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/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit D in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s)) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing.

Recycled Products - The City recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested 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 in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after an agreement is executed or all proposals are rejected.

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.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning 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.

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 City 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.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

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

Questions Regarding the RFP – 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 procurement officer of record indicated on the first 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 procurement officer.

The buyer may be contacted via e-mail or phone as shown on the first page. It is preferred that all questions be submitted via e-mail to the procurement officer.

Questions will be addressed via an addendum to the RFP. Offerors are advised that any questions received after the close of written questions date stated herein may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the RFP by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract), must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this RFP, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, virtual interview, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City.

EVALUATION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluation team 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(s) shall be awarded to the lowest and best proposal(s). The City reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60 points

Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance.	40 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. 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 Purchasing Division.

EVALUATION OF COST:

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost –The cost evaluation shall be based upon the sum of the firm, fixed prices stated on the Pricing Page for line items 1-3.

Line items 4 – 15 shall be evaluated subjectively.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (60)}}{= \text{Assigned Cost Points}}$$

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 City makes no guarantee regarding the accuracy of the quantities stated nor does the City intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR'S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:

Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. 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.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City 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.

The offeror shall agree and understand that the City is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

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.

Licenses - The offeror should submit a copy of all licenses and/or 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 City reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

1. Subcontractors Proposed - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

MISCELLANEOUS SUBMITTAL INFORMATION:

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/C200-299/285000525.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 Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City. The offeror certifies by signing the signature page of this original document and any addendum 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 Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

The offeror shall provide a firm, fixed price for encampment cleanup services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract.

Offerors pricing shall include all contractors' costs including, but not limited to mobilization, per diem, permits and disposal.

Line Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Firm, Fixed Price for crew of 1-5 persons (not including operator(s)), as described herein	Per hour	1	\$ _____	\$ _____
2	Firm, Fixed Price for crew of 6-15 persons (not including operator(s)), as described herein	Per hour	1	\$ _____	\$ _____
3	Firm, Fixed Price for crew of 16-30 persons (not including operator(s)), as described herein	Per hour	1	\$ _____	\$ _____
4	Other materials supplied by the contractor shall be at their invoice price plus a percentage. Freight shall be at the contractors cost and shall not be subject to markup. Indicate percentage markup over the contractor's invoice. Percentage shall remain FIXED for the life of the contract	1	Percentage	_____ %	[REDACTED]
5	Rental of Equipment supplied by the contractor shall be at their invoiced price plus a percentage. Freight shall be at the contractors cost and shall not be subject to Markup. Indicate percentage markup over the contractor's invoice. Percentage shall remain FIXED for the life of the contract	1	Percentage	_____ %	[REDACTED]

	Description of Equipment	Equipment size/Horse Power	Trailer Cubic Yard	Half Day Cost with Operator	Full Day Cost with Operator
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

EXHIBIT A**OFFEROR INFORMATION**

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

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

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

Provide a list of and a short summary of information regarding the offeror's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____ (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

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.	
# 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	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	
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List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	
---	--

EXHIBIT D**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated 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 Subcontractor Proposed ~

This Section To Be Completed by Subcontractor:

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.

Name of Subcontractor: _____

Contact Name: _____

Email: _____

Address: _____

Phone #: _____

City: _____

Fax #: _____

State/Zip: _____

MBE/WBE/DB
E Certification # _____

(or attach copy of certification)

MBE/WBE/DB
E Certification
Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

Authorized Signature:

Authorized Signature of Subcontractor

Date

*(Dated no earlier than
the RFP issuance date)*

EXHIBIT E**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Offeror.

Offeror should provide a sample of their current certificate of insurance indicating if the City's terms and conditions stated in sample contract attachment can be met.

Offeror should provide documentation of registration with the Missouri Secretary of State, showing the ability to do business in the State of Missouri <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

EXHIBIT F**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL SERVICES IN EXCESS OF \$5,000.00)

County of _____)
State of _____)
SS.)

My name is _____ . I am an authorized agent of _____ (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Printed Name

Personally appeared before me, a Notary Public, within and for the County of _____, State of _____, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.
My Commission expires _____, 20_____.

(Notary Public)

EXHIBIT G**MISCELLANEOUS INFORMATION****Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the City 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 City or any political subdivision thereof, please provide the following information:

Name and title of elected or appointed official or employee of the City or any political subdivision thereof:	
If employee of the City or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City or political subdivision thereof:	_____ %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFP # 60/2025

UNHOUSED ENCAMPMENT CLEANUP SERVICES

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. City shall provide access to cleanup site
2. City police shall have presence at cleanup site
3. A question was presented as to whether the contractor is expected to provide all clearing and means necessary to reach a site.
The contractor should bid accordingly to be able to utilize equipment and resources necessary to reach sites that are not near direct access. When a clean-up site is identified by the City, a City representative will contact the contractor about developing an estimate to remove the debris. The City representative and contractor may mutually agree that City resources will be applied for initial removal of brush or other means in order for contractor to adequately reach a clean-up site. It will be mutually agreed upon if the City will need to apply those resources to create better access in order for the contractor to provide a better estimate or if City forces will be working at the time as the debris removal.
4. A question was presented as to whether clean up on private property will be expected.
Services are generally expected to be primarily on public property. In some cases, there may be cleanup on private property that is adjacent to public property. In all cases where clean up on private property is requested, the City will be responsible for obtaining the authorization necessary to access the property.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 60/2025 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #2 RFP # 60/2025

UNHOUSED ENCAMPMENT CLEANUP SERVICES

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. Who is the current vendor / incumbent?
This is the first contract.
2. Can we have the current contract copy?
See #1
3. How many sites were cleaned via the prior contract year? What is the volume of waste that was generated during the prior contract year?
Unknown see #1
4. Is there any requirement for emergency response? What is the time frame to respond?
We would not anticipate any type of emergency response as all work completed to date has been scheduled.
5. What type of specific local or county licenses or permits required?
City of Columbia Business license
6. Is there a requirement for disinfecting and pressure washing paved sites?
None
7. Are there any other specifications/ Mandates, that we should be aware of?
No
8. Will there be law enforcement, fire fighters etc. or first respondent present at the site?
See addendum 1
9. Will there be any agency personnel present at the time when service be performed?
City will gain access to the site and be present at the beginning of the cleanup.
10. Will police presence be available for conducting cleanups?
See addendum 1
11. Can we conduct site visits before we turn in proposal?
Yes, contact Michelle Sorensen, Purchasing, Michelle.Sorensen@como.gov 573-874-6317 to set up a date and time.

12. Will off road vehicles be needed in any of these locations?
Nearly all sites will be accessible by skid steer and flatbed truck. There could be the potential to need a Gator or other UTV for park sites.
13. Will you be supplying trash disposal at your local office in dumpsters or do we provide on bid?
Information in RFP
14. Do you have any reference photos, amounts, weight tickets of trash and debris from previous years or jobs?
Pictures Attached.
Contractor to be charged the standard landfill rate of fifty-five dollars (\$55.00) per ton for standard disposal.
15. In previous homeless encampment cleanups, we've completed, we were required to store left over items, is there a requirement for this?
No
16. Has there been any need to recover wastes from any bodies of water/ waterways?
It is anticipated that debris removal from lakes or reservoirs will not be required. There may be times when some debris will need to be removed from creeks or streams in conjunction with a site clean-up. This is not anticipated to be significant and the focus would not be for removal along a creek or stream, but instead as a potential part of a specific site clean-up.
17. Please confirm if we need to wrap the disposal by hourly rates as this is really difficult especially on a bid that will produce different waste streams?
Contractor shall be responsible for meeting all requirements for securing and hauling debris along highways and roadways. The City's past experience is that tarps and associated devices have been able to meet requirements. However, the contractor will be responsible for utilizing containers and trucks that meet requirements for their needs based on the contractor's choice of means and methods for debris removal.

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 60/2025 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____





EXHIBIT 2

Work Authorization Affidavit

EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL SERVICES IN EXCESS OF \$5,000.00)

County of Salt Lake)
) SS.
State of Utah)

My name is Mike McBride. I am an authorized agent of EnviroServe, Inc. (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

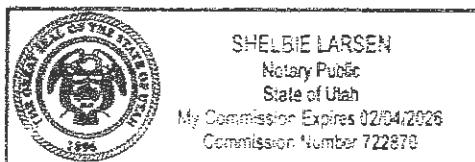
Mike McBride
Affiant

Mike McBride
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Salt Lake, State of Utah, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 22nd day of August, 2025.
My Commission expires 02/04, 2026.

Shelbie Larsen
(Notary Public)





Company ID Number: 11557

Client Company ID Number: 2264597



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the EnviroServe Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

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2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
 - a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
 - b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
 - c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
 - d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



Company ID Number: 11557



Client Company ID Number: 2264597

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.
- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



Company ID Number: 11557

Client Company ID Number: 2264597



G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. EnviroServe Inc. (Employer) hereby designates and appoint

HireRight, LLC. (v30) (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 11557

Client Company ID Number: 2264597



Approved by:

Employer

EnviroServe Inc.

Name (Please Type or Print) Nathan Savage	Title
Signature Electronically Signed	Date 09/08/2023

E-Verify Employer Agent

HireRight, LLC. (v30)

Name (Please Type or Print) Amy Lieberman	Title
Signature Electronically Signed	Date 09/08/2023

Department of Homeland Security – Verification Division

Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/08/2023



Company ID Number: 11557

Client Company ID Number: 2264597



Information Required for the E-Verify Program

Information relating to your Company:

Company Name	EnviroServe Inc.
Company Facility Address	9815 Monroe St Suite 300 Sandy, UT 84070
Company Alternate Address	
County or Parish	SALT LAKE
Employer Identification Number	341639526
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	1 site(s)



Company ID Number: 11557

Client Company ID Number: 2264597



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

UT

1



Company ID Number: 11557

Client Company ID Number: 2264597



Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Nathan Savage
Phone Number 8015567251
Fax
Email NathanS@enviroserve.com



Company ID Number: 11557



Client Company ID Number: 2264597

This list represents the first 20 Program Administrators listed for this company.

EXHIBIT 3

Contractor's Proposal and Pricing Dated August 21, 2025



SOLICITATION NO.: Request for Proposal (RFP) 60/2025

PROCUREMENT OFFICER: Michelle Sorensen

PHONE NO.: (573) 874-6317

E-MAIL: Michelle.Sorensen@como.gov

TITLE: Unhoused Encampment Cleanup Services

ISSUE DATE: July 29, 2025

RETURN PROPOSAL NO LATER THAN: August 22, 2025 AT 5:00 PM CENTRAL TIME (END DATE)

OFFERORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return proposal date and time.

(U.S. Mail) RETURN PROPOSAL TO: CITY OF COLUMBIA PURCHASING PO BOX 6015 COLUMBIA MO 65205	(Courier Service) CITY OF COLUMBIA PURCHASING 701 E. BROADWAY, 5 th FLOOR COLUMBIA MO 65201
--	--

CONTRACT PERIOD: Effective Date of Contract through One (1) Year

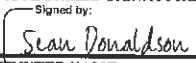
DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

City of Columbia
Various Locations
Columbia, MO 65201

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 requirements and specifications contained herein. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with their proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

SIGNATURE REQUIRED

OFFEROR NAME EnviroServe, Inc.	
MAILING ADDRESS 9815 S Monroe St	
CITY, STATE, ZIP CODE Sandy, UT 84070	

CONTACT PERSON Tasha Kilgore	EMAIL ADDRESS tashakilgore@enviroserve.com
PHONE NUMBER 800-488-0910	FAX NUMBER
OFFEROR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE Signed by: 	DATE 8/21/25
PRINTED NAME Sean Donaldson	TITLE Director of Operations

1. INTRODUCTION AND GENERAL REQUIREMENTS

INTRODUCTION:

This document constitutes a request for competitive, sealed proposals for encampment cleanup services for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFP, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work and Technical Specifications
- 3) Proposal Submission Information
- 4) Pricing Page(s)
- 5) Exhibits A through G
- 6) Attachment 1 – Sample Contract

Terminology/Definitions: Whenever the following words and expressions appear in a RFP document or any addendum thereto, the definition or meaning described below shall apply.

- Addendum/Amendment means a written, official modification to an RFP.
- 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.
- Proposal end date and time and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- Offeror means the supplier, vendor, 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.
- Buyer means the procurement staff member of the Purchasing Division. The contact person as referenced herein is usually the buyer.
- 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.
- Contractor means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- 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 end date and time.
- Request for Proposal (RFP) means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all pricing pages, exhibits, attachments, and addendums thereto.
- May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition.
- 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 end date and time.
- Shall have the same meaning as the word must.
- Should means that a certain feature, component and/or action are desirable but not mandatory.

SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
August 7, 2025	Pre-Proposal Conference, 10:00 a.m. CST at City Hall, 701 East Broadway, Columbia, MO 65202 – Conference Room 1-C
August 13, 2025	Close of written <i>Requests for Additional Information</i>

August 15, 2025	Written responses to <i>Requests for Additional Information</i> sent to all
August 22, 2025	Offeror is due by 5:00 p.m. CST
September, 2025	Contract Start Date
The above dates are target dates and may change.	

PROPOSAL SUBMISSION:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened and considered in the evaluation. The proposal must be in sealed envelopes and marked in bold letters "**RFP 60/2025 – Unhoused Encampment Cleanup Services.**"

QUESTIONS/CLARIFICATIONS OF THE OFFEROR:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB
 Phone: 573-874-6317
 E-mail: Michelle.Sorensen@como.gov

Any oral responses to any question shall be unofficial and not binding on the City. An Addendum to this RFP providing the City's official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on August 13, 2025.

PRE-PROPOSAL CONFERENCE:

Pre-proposal Conference Date and Time: A pre-proposal conference regarding this RFP will be held on **August 7, 2025 at 10:00 am, Central Time, at City Hall, 701 East Broadway, Columbia, MO 652021, Conference Room 1-C**. Potential offerors are encouraged to participate in the pre-proposal conference as it will be used as the forum for questions, communications, and discussions regarding the RFP. The potential offeror should become familiar with the RFP and develop all questions prior to the pre-proposal conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

- Pre-Proposal Conference Agenda: The potential offeror should have a copy of the RFP for the pre-proposal conference since it will be used as the agenda for the pre-proposal conference.
- Communication Prior to the conference: The potential offeror is encouraged to review the RFP prior to the pre-proposal conference and may submit written communications and/or questions regarding the RFP, which reference the RFP paragraphs (with page number), to the procurement officer identified on page one. Such prior communication will provide the City with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.
- Communication During the Conference: During the pre-proposal conference, it shall be the sole responsibility of the potential offeror to orally address all issues previously presented to the procurement officer by the potential offeror, including any questions regarding the RFP or areas of the RFP requiring clarification.
- Addendum to the RFP: Any modifications needed to the RFP as a result of discussions from the pre-proposal conference will be accomplished as an addendum to the RFP. Neither formal minutes of the pre-proposal conference nor written records of the questions/communications will be maintained.

Pre-Proposal conference Special Accommodations: Potential offerors are strongly encouraged to advise the Purchasing Division within five (5) business days of the scheduled pre-proposal conference of any special accommodations needed for people with health conditions or impairments who will be participating in the pre-proposal conference so that these accommodations can be made.

VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

REJECTION OF PROPOSALS:

The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his or her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of proposals.

ALTERATION OF SOLICITATION:

The wording of the City's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City, whose decision will be final.

RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City. Any person may review proposals after the agreement has been issued, subject to the terms of this solicitation.

INCURRING COSTS:

The City shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

COLLUSION CLAUSE:

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such offerors void.

AGREEMENT DOCUMENTS:

The final agreement between the City and the offeror will include the following at a minimum:

- Offeror's Response to the RFP
- The City Issued RFP with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the agreement in any manner.

AMERICANS WITH DISABILITIES ACT (ADA):

Contractor shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services. Title IV, requires closed captioning of federally funded public service announcements.

www.dol.gov/general/topic/disability/ada.

STATE OF ISRAEL:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, contractor hereby certifies that company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

ADDENDUMS:

Addenda shall be issued and posted through the City's E Bidding website at www.como.gov/finance/vendors/bid-solicitations/ and American Document Solutions <https://www.adsplanroom.net/> if applicable.

FUNDS:

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting agreement will become null and void, without penalty to the City.

COOPERATIVE PROCUREMENT:

The contractor shall provide Unhoused Encampment Cleanup as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the specifications stated herein. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the City bears no financial responsibility for any payments due the contractor by such governmental entities.

TERMS AND CONDITIONS/SAMPLE AGREEMENT:

The sample agreement is attached as Attachment 1. Please review the terms and conditions set forth in the sample agreement. Should the offeror take exception to any of the required legal terms and conditions set forth in Attachment 1, the offeror shall specifically include the exceptions in its proposal response.

2. SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

SCOPE OF SERVICES:

The City is seeking a contractor to conduct scheduled cleanups of designated unhoused encampment areas, improving health, safety and environmental conditions while respecting the dignity of unhoused individuals. Cleanup areas may be located on City property, including within City right of way, and, when authorized, on private property. If the boundaries of the designated clean-up area are in question, the Contractor shall contact the designated department representative for clarification.

The City anticipates awarding to multiple contractors. Individual Purchase Order (PO) projects shall be awarded based on capability and availability of the contractor.

Invoiced cost of individual, PO project shall not exceed fifty thousand dollars (\$50,000.00).

Contractor shall, at a minimum:

Contractor shall furnish all required materials, supplies, equipment and tools; perform all necessary labor and supervision; install, erect, equip, and complete all work stipulated in, required by, and in accordance with RFP, RFP exhibits, attachments, contract documents and documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

In the event of any disturbances involving any resident of an area being cleaned, contractor shall defer to the Columbia Police Department officers. In no event will Contractor's staff make any physical contact with any member of the public, including residents of encampments, in the course of cleanings.

After notice to proceed is given, contractor shall remove and discard abandoned items or trash that are found in the designated cleanup area. Trash is defined as food waste, human waste, perishable items not in a container, discarded needles or other biohazard items, or other litter and debris.

Contractor shall provide and enforce the use of personal protective equipment (PPE) for all personnel. PPE shall be high-visibility safety apparel meeting class 2 or class 3 requirements of American National Standard Institute (ANSI), International Safety Equipment Association (ISEA) for High-Visibility Safety Apparel and Headgear.

Contractor shall ensure that all ride-on equipment used in the work, including but not limited to riding mowers, trucks, tractors, and small utility supply vehicles, shall be equipped with a USDOT-approved warning light in accordance with Sec 616.5.1. All ride-on mowing equipment and non-licensed supply equipment shall have a slow-moving vehicle sign properly located on the rear of the equipment.

During working hours, contractor shall not park service supply transport vehicles or equipment within fifteen (15) feet from the edge of pavement for more than one (1) hour, unless all equipment is behind a barrier or in a protected area. All service and supply operations shall be conducted at least thirty (30) feet from the edge of pavement except as necessary to repair inoperable equipment. The City is not liable for any damaged, stolen or defaced equipment or materials on the project site.

Contractor shall not park vehicles, store equipment or materials closer than thirty (30) feet from the end of the pavement, unless the equipment, vehicles, or materials are located behind a roadside barrier or in some other properly protected area. Contractor shall notify the Department Representative of any temporary parking/storage located in the right of way. The City is not liable for any damaged, stolen or defaced equipment or materials left on the project site.

Contractor shall be responsible for any permits required for the project(s), including permits for any work conducted within MoDOT or City right of way.

Contractor shall provide all equipment, labor, materials, and other incidentals to perform the work in a workman like manner. Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor. Methods used by Contractor for litter or debris removal shall not harm, deface, or damage the City property or right of way. Contractor shall not damage turf areas, slopes, trees, shrubs, signs, delineator posts, pavement, bridge structures or other roadside features during operations.

Contractor shall be responsible for all disposal fees and purchase of disposal container(s) and/or disposal container rental(s).

Contractor shall collect and remove all solid waste, debris, and bulky items from project site. The contractor shall collect and properly dispose of all collected litter off of the right-of-way at the end of each working day. Bags shall not be left on any paved shoulder during encampment clean-up operations. The contractor shall dispose of all litter, debris, and biohazard material, in accordance with all federal, state and local laws and regulations. Failure to pick up and remove litter and debris in a proper and timely manner, or failure to remove the collected litter and debris off of the right-of-way at the end of each work-day will result in immediate suspension of all work. Operations will remain suspended until the situation has been corrected and approval has been given by the engineer for the operation to resume.

Contractor shall follow all environmental and safety regulations for hazardous waste.

Contractor shall ensure that all personnel have received proper training for site hazards (e.g., sharp and other hazardous materials).

Contractor shall identify and safely remove hazardous materials (e.g., needles, biohazards), placing biohazards in a Food and Drug Administration (FDA) cleared, properly labeled container. Container(s) shall be disposed of at a household hazardous waste facility and documentation of such disposal must be sent to the City for verification.

Contractor shall conduct limited vegetation trimming or clearing if necessary.

Contractor shall perform any minor repairs or restoration (e.g., filling holes, smoothing surfaces).

Contractor shall restore the area to a safe and sanitary condition.

Contractor shall transport waste to approved disposal or recycling facilities.

Work shall be completed within 48 hours of mobilization, unless otherwise specified in the notice to proceed or agreed upon with the city.

Upon presumptive completion of the required work for each encampment site, Contractor shall notify the Department Representative and an inspection will be performed. Contractor shall provide a daily count of trash bags and the weight ticket from the landfill shall be submitted to City. If the Department Representative determines all work required by the contractor has been satisfactorily completed, the Department Representative will notify Contractor in writing of acceptance of the work.

Work determined to be unsatisfactory by the Department Representative and not accepted shall be corrected to acceptable standards at the contractor's sole cost. All items that are unsatisfactory shall be corrected within the specified working days for each encampment site. If needed for correction of unsatisfactory work, the contractor will be given an extension of contract time. No contract time extension will be made for notification made prior to completion of the work. Any time extension given will be considered a no compensable delay. Upon completion of the corrections, the contractor shall notify the Department Representative for a reinspection.

Contractor will be compensated for its cleaning services at the bid hourly rate. Computation of time spent on a cleaning operation may include travel time within the City of Columbia area and time required for safe disposal of trash or abandoned items, but will not include any other time. However, if a cleaning operation is performed in less

than four hours, contractor will be compensated for the cleaning operation at four hours. Contractor's compensation rate crew range (e.g., 1-5; 6-15; and 16-30) is all-inclusive and applies regardless of the number of personnel within that range involved in a cleaning. The compensation provided under this Paragraph constitutes Contractor's sole form of compensation under the Agreement. Contractor will not be reimbursed for other expenses incurred.

City Responsibilities:

- Identify unhoused encampment
- Determining and designating work area for each project
- Notify unhoused individuals occupying camp of the date and time of clean up. Unhoused must relocate prior to clean up start date
- Notify public through a press release of encampment cleanup and possible road closures
- All traffic control and lane closures for designated work area.
- Obtaining access to private property if needed.

TECHNICAL SPECIFICATIONS:

Contractor shall comply with the following requirements, at a minimum:

- All applicable codes, standards, health regulations and health codes - City, State and Federal
- Americans with Disabilities Act (ADA) specification requirements for this project: www.dol.gov/general/topic/disability/ada
- Occupational Safety and Health Administration (OSHA) www.osha.gov
- U.S. Environmental Protection Agency www.epa.gov/rrcra/resource-conservation-and-recovery-act-rrcra-regulations
- US Department of Transportation, DOT <https://www.transportation.gov/>
- Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov/?_gl=1*t42of0*_ga*MTI3MzI1MDAxNi4xNzUwMDkxMjgw*_ga_VW1SFWJKBB*czE3NTAxODI3MDckbzIkZzAkdDE3NTAxODI3MTAkajU3JGwwJGgw

PERIOD OF SERVICE:

Contract Period: The original contract period shall be as stated in the agreement/contract or notice of award. The contract shall not bind, nor purport to bind, the city for any contractual commitment in excess of the original contract period. The Purchasing Division 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 Purchasing Division exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the agreement/contract.

Renewal Periods: Pricing shall remain firm for the first year of the contract from the date of award.

After the end of the first year, the pricing may be changed only once per year for the following reasons:

A: An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase contractor's profit.

B: All written requests for increase's shall include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least thirty (30) calendar days prior to the scheduled increase/decrease of renewal of contract.

Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the contractor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the contract shall notify the vendor of said decline.

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 city 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 City 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.

In no event, shall the term of the contract/agreement exceed five (5) years and three (3) months per City Ordinance.

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 City and to ensure that the City 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/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit D in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

3. PROPOSAL SUBMISSION INFORMATION

SUBMISSION OF PROPOSALS:

On-line Proposal - If a registered offeror is responding electronically through the City Bidding System website, in addition to completing the pricing, the registered offeror should submit completed exhibits, forms, and other information concerning the proposal as an attachment to the electronic proposal. The registered offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing.

The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy proposal response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City shall consider the response which serves its best interest.

Hard Copy Proposal - If the offeror is submitting a proposal via the mail or a courier service or is hand delivering the proposal, the offeror should include completed exhibits, forms, and other information concerning the proposal (including completed Pricing Page(s)) with the proposal. The offeror is instructed to review the RFP submission provisions carefully to ensure they are providing all required pricing.

Recycled Products - The City recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested 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 in a notebook or binder.

Open Records - Pursuant to section 610.021, RSMo, the offeror's proposal shall be considered an open record after an agreement is executed or all proposals are rejected.

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.

In preparing a proposal, the offeror should be mindful of document preparation efforts for scanning 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.

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 City 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.

The proposal should be page numbered.

The signed page one from the original RFP and all signed addendums should be placed at the beginning of the proposal.

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

Questions Regarding the RFP – 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 procurement officer of record indicated on the first 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 procurement officer.

The buyer may be contacted via e-mail or phone as shown on the first page. It is preferred that all questions be submitted via e-mail to the procurement officer.

Questions will be addressed via an addendum to the RFP. Offerors are advised that any questions received after the close of written questions date stated herein may not be addressed.

Joint Venture or Co-Counsel Response – If the proposal is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the RFP by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the proposal. Such lead offeror and contractor, if awarded the contract), must be the only party officially signing and submitting the proposal as well as serving as the official signatory for the joint venture or co-counsel.

COMPETITIVE NEGOTIATION OF PROPOSALS:

The offeror is advised that under the provisions of this RFP, the Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, virtual interview, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable proposals. The Purchasing Division reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the RFP shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City.

EVALUATION AND AWARD PROCESS:

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluation team 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(s) shall be awarded to the lowest and best proposal(s). The City reserves the right to reject any or all proposals, to negotiate with any offeror considered qualified, or to make multiple or single award(s) without further discussion.

Evaluation Criteria Scoring Category	Maximum Points
Cost	60 points

Offeror's Experience, Reliability, Expertise of Personnel, and Method of Performance.	40 points
TOTAL	100 points

After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the evaluation committee. 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 Purchasing Division.

EVALUATION OF COST:

Pricing – The offeror must provide pricing for all line items as required on the Pricing Page.

Objective Evaluation of Cost – The cost evaluation shall be based upon the sum of the firm, fixed prices stated on the Pricing Page for line items 1-3.

Line items 4 – 15 shall be evaluated subjectively.

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

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times \frac{\text{Maximum Cost Evaluation points (60)}}{= \text{Assigned Cost Points}}$$

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 City makes no guarantee regarding the accuracy of the quantities stated nor does the City intend to imply that the figures used for the cost evaluation in any way reflect either actual or anticipated usage.

EVALUATION OF OFFEROR'S EXPERIENCE, RELIABILITY, EXPERTISE, AND METHOD OF PERFORMANCE:

Experience and reliability of the offeror and expertise of the offeror's personnel will be considered subjectively in the evaluation process. Therefore, the offeror is advised to submit information concerning the offeror's organization, information documenting the offeror's experience in past performances related to the requirements of this RFP, and information documenting the qualifications of the personnel proposed by the offeror to perform the requirements of this RFP. 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.

Offeror Information - The offeror should provide information about the offeror's organization on Exhibit A.

Experience - The offeror should provide information related to previous and current services/contracts of the offeror or any proposed subcontractor where performance was similar to the required services of this RFP. The information may be shown on Exhibit B or in a similar manner.

As part of the evaluation process, the City 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.

The offeror shall agree and understand that the City is not obligated to contact the offeror's references.

Personnel Expertise - The offeror should provide the information requested on Exhibit C for each key person proposed to provide the services required herein. The offeror may also submit resumes for such key personnel.

The information should identify any relevant qualifications and experience of the person in performing services similar to the services required herein.

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.

Licenses - The offeror should submit a copy of all licenses and/or 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 City reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

1. Subcontractors Proposed - The offeror must either provide a properly completed Exhibit D, Documentation of Intent to Participate Form, signed and dated no earlier than the RFP issuance date by each subcontractor proposed or must provide a letter of intent signed and dated no earlier than the RFP issuance date by each subcontractor proposed which must describe the products/services the subcontractor will provide.

Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Exhibit E is provided for the offeror's use in providing information about the proposed method of performance.

MISCELLANEOUS SUBMITTAL INFORMATION:

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 Exhibit F, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit F must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit G, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City. The offeror certifies by signing the signature page of this original document and any addendum 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 Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4. PRICING PAGE

The offeror shall provide a firm, fixed price for encampment cleanup services in accordance with the provisions and requirements stated herein as needed and requested through the term of the corresponding contract.

Offerors pricing shall include all contractors' costs including, but not limited to mobilization, peridium, permits and disposal.

Line Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Firm, Fixed Price for crew of 1-5 persons (not including operator(s)), as described herein	Per hour	1	\$ 2,721.05	\$ 2,721.05
2	Firm, Fixed Price for crew of 6-15 persons (not including operator(s)), as described herein	Per hour	1	\$ 5,973.46	\$ 5,973.46
3	Firm, Fixed Price for crew of 16-30 persons (not including operator(s)), as described herein	Per hour	1	\$ 10,996.50	\$ 10,996.50
4	Other inaterials supplied by the contractor shall be at their invoice price plus a percentage. Freight shall be at the contractors cost and shall not be subject to markup. Indicate percentage markup over the contractor's invoice. Percentage shall remain FIXED for the life of the contract	1	Percentage	25 %	
5	Rental of Equipment supplied by the contractor shall be at their invoiced price plus a percentage. Freight shall be at the contractors cost and shall not be subject to Markup. Indicate percentage markup over the contractor's invoice. Percentage shall remain FIXED for the life of the contract	1	Percentage	25 %	

	Description of Equipment	Equipment size/Horse Power	Trailer Cubic Yard	Half Day Cost with Operator	Full Day Cost with Operator
6	Skid Steer With Attachments			\$1,785.09	\$3,153.21
7	Utility Vehicle 4x4			\$1,040.00	\$2,080.00
8					
9					
10					
11					
12					
13					
14					
15					

EXHIBIT A

OFFEROR INFORMATION

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

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

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

Provide a list of and a short summary of information regarding the offeror's current contracts/clients.

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

EXHIBIT B**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: <u>EnviroServe, Inc.</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	Please see proposal response herein.
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> What the offeror did <input checked="" type="checkbox"/> How the offeror did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT C**EXPERTISE OF KEY PERSONNEL**

(Copy and complete this table for each key person proposed)

Title of Position: Account Manager	
Name of Person:	Jeff Anderson
Educational Degree (s): include college or university, major, and dates	University of Missouri
License(s)/Certification(s), #(s), expiration date(s), if applicable:	Missouri State Certified Hazardous Materials Awareness & Operations, OSHA 40 & 10 hour Training,
Specialized Training Completed.	Asbestos Supervisor Licensure for Missouri, Arkansas, Kansas, Oklahoma
# of years' experience in area of service proposed to provide:	15 yrs
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	N/A
Describe this person's responsibilities over the past 12 months.	Mr. Anderson has over 15 years of experience in the environmental remediation field and leading project plans, and quality assurance project plans. Mr. Anderson has been certified by the Missouri Department of Public Safety as a Hazardous Materials response operation level for the last 11 years, for responding and managing both critical and non-critical remedial actions covering all types of Hazardous, and Toxic materials
Previous employer(s), positions, and Dates	Project Manager

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Please see proposal response herein
--	-------------------------------------

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	Please see proposal response herein
---	-------------------------------------

EXHIBIT D

DOCUMENTATION OF INTENT TO PARTICIPATE

If the offeror is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated 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 Subcontractor Proposed ~

This Section To Be Completed by Subcontractor:

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.

Name of Subcontractor: N/A

Contact Name:	_____	Email:	_____
Address:	_____	Phone #:	_____
City:	_____	Fax #:	_____
State/Zip:	_____	MBE/WBE/DB E Certification #	_____
		MBE/WBE/DB E Certification Expiration Date:	(or attach copy of certification)

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

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

All work will be self-performed

Authorized Signature:

—Signed by:

Sean Donaldson

— EEEF3C4B45EC4C8

Authorized Signature of Subcontractor

8/21/25

Date

*(Dated no earlier than
the RFP issuance date)*

EXHIBIT E

METHOD OF PERFORMANCE

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Offeror.

Offeror should provide a sample of their current certificate of insurance indicating if the City's terms and conditions stated in sample contract attachment can be met.

Offeror should provide documentation of registration with the Missouri Secretary of State, showing the ability to do business in the State of Missouri <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

EXHIBIT F**NOTICE TO OFFERORS****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For offerors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
<http://www.dhs.gov/e-verify>

EXHIBIT F, Continued
CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL SERVICES IN EXCESS OF \$5,000.00)

County of Tarrant _____)
)SS.
State of Texas _____)

My name is Sean Donaldson _____. I am an authorized agent of EnviroServe, Inc. _____. (Offeror). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Sean Donaldson

 Signed by.
 EEEF3C4B3E5C706
 Affiant

Sean Donaldson
 Printed Name

Personally appeared before me, a Notary Public, within and for the County of _____, State of _____, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20 ____.

My Commission expires _____, 20 ____.

 (Notary Public)

EXHIBIT G**MISCELLANEOUS INFORMATION****Employee/Conflict of Interest:**

Offerors who are elected or appointed officials or employees of the City 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 City or any political subdivision thereof, please provide the following information:

Name and title of elected or appointed official or employee of the City or any political subdivision thereof:	
If employee of the City or political subdivision thereof, provide name of City or political subdivision where employed:	
Percentage of ownership interest in offeror's organization held by elected or appointed official or employee of the City or political subdivision thereof:	0 %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The offeror should indicate the offeror's charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror's good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	EnviroServe, Inc.
<i>Company Name</i>	
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT PURCHASING DIVISION

**NOTICE TO BIDDERS
ADDENDUM #1 RFP # 60/2025**

UNHOUSED ENCAMPMENT CLEANUP SERVICES

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. City shall provide access to cleanup site
2. City police shall have presence at cleanup site
3. A question was presented as to whether the contractor is expected to provide all clearing and means necessary to reach a site.

The contractor should bid accordingly to be able to utilize equipment and resources necessary to reach sites that are not near direct access. When a clean-up site is identified by the City, a City representative will contact the contractor about developing an estimate to remove the debris. The City representative and contractor may mutually agree that City resources will be applied for initial removal of brush or other means in order for contractor to adequately reach a clean-up site. It will be mutually agreed upon if the City will need to apply those resources to create better access in order for the contractor to provide a better estimate or if City forces will be working at the time as the debris removal.

4. A question was presented as to whether clean up on private property will be expected. Services are generally expected to be primarily on public property. In some cases, there may be cleanup on private property that is adjacent to public property. In all cases where clean up on private property is requested, the City will be responsible for obtaining the authorization necessary to access the property.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 60/2025 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm EnviroServe, Inc. Date 8/21/25

Signed by:
Signed Sean Donaldson
FFFF3C8A8ECA76



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #2 RFP # 60/2025

UNHOUSED ENCAMPMENT CLEANUP SERVICES

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and\or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. Who is the current vendor / incumbent?
This is the first contract.
2. Can we have the current contract copy?
See #1
3. How many sites were cleaned via the prior contract year? What is the volume of waste that was generated during the prior contract year?
Unknown see #1
4. Is there any requirement for emergency response? What is the time frame to respond?
We would not anticipate any type of emergency response as all work completed to date has been scheduled.
5. What type of specific local or county licenses or permits required?
City of Columbia Business license
6. Is there a requirement for disinfecting and pressure washing paved sites?
None
7. Are there any other specifications/ Mandates, that we should be aware of?
No
8. Will there be law enforcement, fire fighters etc. or first respondent present at the site?
See addendum 1
9. Will there be any agency personnel present at the time when service be performed?
City will gain access to the site and be present at the beginning of the cleanup.
10. Will police presence be available for conducting cleanups?
See addendum 1
11. Can we conduct site visits before we turn in proposal?
Yes, contact Michelle Sorensen, Purchasing, Michelle.Sorensen@como.gov 573-874-6317 to set up a date and time.

12. Will off road vehicles be needed in any of these locations?
Nearly all sites will be accessible by skid steer and flatbed truck. There could be the potential to need a Gator or other UTV for park sites.
13. Will you be supplying trash disposal at your local office in dumpsters or do we provide on bid?
Information in RFP
14. Do you have any reference photos, amounts, weight tickets of trash and debris from previous years or jobs?
Pictures Attached.
Contractor to be charged the standard landfill rate of fifty-five dollars (\$55.00) per ton for standard disposal.
15. In previous homeless encampment cleanups, we've completed, we were required to store left over items, is there a requirement for this?
No
16. Has there been any need to recover wastes from any bodies of water/ waterways?
It is anticipated that debris removal from lakes or reservoirs will not be required. There may be times when some debris will need to be removed from creeks or streams in conjunction with a site clean-up. This is not anticipated to be significant and the focus would not be for removal along a creek or stream, but instead as a potential part of a specific site clean-up.
17. Please confirm if we need to wrap the disposal by hourly rates as this is really difficult especially on a bid that will produce different waste streams?
Contractor shall be responsible for meeting all requirements for securing and hauling debris along highways and roadways. The City's past experience is that tarps and associated devices have been able to meet requirements. However, the contractor will be responsible for utilizing containers and trucks that meet requirements for their needs based on the contractor's choice of means and methods for debris removal.

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 60/2025 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm EnviroServe, Inc. Date 8/21/25

Signed Sean Donaldson Signed by:
EEF3C4B45EC4C6







RFP SOLICITATION NO. 60/2025

UNHOUSED ENCAMPMENT CLEANUP SERVICES

SUBMISSION DEADLINE:

August 22, 2025 - 5:00 PM

<https://enviroserve.com/>

ENVIRO^{SERVE}

Missouri Office

4204 County Lane 118
Carthage, MO 64836



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9815 S. Monroe Street
Suite 300
Sand y, UT 84070
(800) 488-0910
enviroserve.com

Michelle Sorensen
Procurement Officer
City of Columbia
PO Box 6015
Columbia, MO 65205

Dear Michelle Sorensen,

EnviroServe is pleased to submit this Letter of Interest in response to the City of Columbia's Request for Proposal No. 60/2025 for Unhoused Encampment Cleanup Services.

Our firm has extensive experience in environmental services, debris removal, hazardous waste handling, and site restoration. We understand the importance of conducting encampment cleanup activities that not only restore health, safety, and environmental conditions but also respect the dignity of unhoused individuals and align with City protocols.

We bring the following strengths to this contract:

- A trained and qualified workforce experienced in hazardous material handling and OSHA-compliant safety practices.
- Proven ability to coordinate with municipal agencies, law enforcement, and community stakeholders.
- Reliable equipment, disposal partnerships, and operational protocols that ensure compliance with City, State, and Federal regulations.
- A responsive management approach that allows us to mobilize quickly and complete assignments within the City's required timeframes.

EnviroServe is committed to delivering professional, safe, and cost-effective services in full compliance with the scope and technical specifications outlined in the RFP. We welcome the opportunity to partner with the City of Columbia on this important initiative.

Thank you for your consideration. We look forward to the opportunity to submit a full proposal and to support the City's efforts in maintaining safe and sanitary public spaces.

Submitted by:

Tasha Kilgore
EnviroServe Inc.
Contract Specialist

STATEMENT OF QUALIFICATIONS

Executive Summary

EnviroServe, Inc. is pleased to submit this proposal in response to the City's RFP for Unhoused Encampment Cleanup Services. We bring extensive experience in environmental services, debris removal, and community-sensitive field operations. Our team understands the City's priority to ensure public health, safety, and environmental stewardship while respecting the dignity of unhoused individuals.

Understanding of the Scope

We recognize that the City seeks qualified contractors to perform scheduled cleanups of designated unhoused encampments located within City rights-of-way and on authorized properties. Our responsibilities will include:

- Safe removal and disposal of trash, debris, and biohazard materials.
- Limited vegetation trimming, surface restoration, and site sanitization.
- Strict adherence to all OSHA, EPA, DOT, and City environmental regulations.
- Coordination with City staff and deferral to law enforcement in cases of disturbance.
- Compliance with all permitting and disposal requirements.

Technical Approach & Work Plan

Our work plan emphasizes safety, efficiency, and compliance:

1. Pre-Mobilization
 - Receive notice to proceed.
 - Confirm site boundaries with Department Representative.
 - Coordinate disposal containers, PPE, and equipment mobilization.
2. Site Operations
 - Deploy trained crew (range 1–15 based on project scale).
 - Collect and segregate waste, debris, bulky items, and hazardous materials.
 - Place biohazards in FDA-approved, labeled sharps/biohazard containers for proper disposal.
 - Conduct minor site restoration (fill holes, smooth surfaces, trim vegetation).
3. Safety & Compliance Measures
 - All staff wear ANSI Class 2/3 high-visibility PPE.
 - Equipment meets USDOT lighting/signage requirements.
 - Operations staged >30 feet from roadway unless protected by barriers.

4. Post-Operations

- Transport waste to approved facilities; obtain weight tickets.
- Submit daily bag counts and disposal documentation to the City.
- Request inspection and acceptance from the Department Representative.
- Correct any deficiencies promptly at no additional cost.

Staffing Plan & Qualifications

Our dedicated team includes:

- Project Manager – Oversees scheduling, compliance, and reporting.
- Crew Leaders – Supervise field teams, enforce safety, coordinate disposal.
- Field Technicians – Trained in hazardous material handling, biohazard disposal, and site restoration.

Safety & Risk Management

We maintain a zero-incident safety culture by:

- Conducting daily safety briefings.
- Enforcing PPE compliance.
- Documenting hazards and corrective actions.
- Carrying comprehensive liability and workers' compensation insurance.

Environmental & Regulatory Compliance

We adhere to:

- EPA Resource Conservation and Recovery Act (RCRA) requirements.
- OSHA workplace safety standards.
- MoDOT and City right-of-way permits.
- City disposal documentation protocols.

Our disposal partners are licensed facilities for landfill, recycling, and hazardous waste.

Relevant Experience

Enviroserve has successfully executed similar encampment cleanup and debris removal projects. Our past projects demonstrate our ability to:

- Safely remove biohazardous waste.
- Restore sites to sanitary conditions.

- Coordinate effectively with municipalities and law enforcement.

Compensation Approach

We accept the City's compensation structure based on hourly crew ranges (1–5, 6–15, 16–30).

We understand that operations performed under four hours will be compensated at the four-hour minimum. Our pricing is inclusive of all labor, equipment, disposal, and overhead costs.

Conclusion

EnviroServe is committed to delivering safe, efficient, and respectful encampment cleanup services. We look forward to partnering with the City to improve health, safety, and environmental conditions for all residents.

Staffing Methodology

Our staffing methodology is designed to ensure safe, efficient, and compassionate delivery of encampment cleanup services while maintaining compliance with local regulations, public health standards, and community expectations. The approach emphasizes clear role delineation, specialized training, and scalable deployment strategies.

1. Staffing Structure

- Project Manager (PM): Provides overall direction, serves as the primary client contact, manages scheduling, resources, and compliance.
- Site Supervisor: Oversees field operations, ensures adherence to safety protocols, coordinates with social service partners and law enforcement as required.
- Field Technicians / Labor Crew: Responsible for removal, segregation, and disposal of debris, sharps handling, hazardous waste packaging, and site restoration.
- Health & Safety Officer (as needed): Provides oversight for hazard assessments, PPE compliance, and exposure mitigation.
- Community Engagement Liaison (optional/if required): Coordinates with outreach teams to ensure respectful interactions with unhoused individuals.

2. Staffing Ratios

- Typical deployment: 1 Supervisor per 6–8 Field Technicians.
- Larger sites: Additional supervisors and technicians are assigned to maintain productivity and safety.
- Specialized roles (hazmat-certified staff, equipment operators) are added based on-site conditions and scope.

3. Recruitment & Training

- Recruitment: Staff are vetted for reliability, background clearance, and experience in environmental cleanup or municipal services.
- Training:
 - OSHA 40-Hour HAZWOPER (for hazardous materials handling)

- Bloodborne Pathogens & Sharps Handling
- Trauma-Informed Care & De-escalation Techniques
- PPE Use & Heat/Cold Exposure Mitigation
- Equipment Operation (lifts, loaders, compactors, pressure washers)

4. Deployment Methodology

- Pre-Deployment: Conduct site assessment and safety briefing; assign crew roles and review incident communication protocols.
- On-Site Execution: Supervisor manages workflow; crews are divided into teams for waste segregation, hazardous waste collection, and site restoration.
- Post-Deployment: Supervisor completes QA/QC checklist, documents services performed, and submits reports with before-and-after photos.

5. Contingency & Surge Staffing

- A reserve pool of trained staff is maintained to address urgent or large-scale cleanup needs.
- Crews can be mobilized within 24 hours for high-priority health or safety concerns.

6. Safety & Quality Oversight

- Daily safety tailgate meetings before each shift.
- Strict adherence to OSHA, EPA, and local public health guidelines.
- Supervisors perform quality checks to ensure sites are restored to agreed standards.

Company History

EnviroServe was founded in 1989 and has grown to be a dynamic and diverse emergency response, environmental remediation, and waste management service provider. Owned by Savage, today EnviroServe operates from 35+ offices in 19 states with more than 500 highly trained professionals and support personnel. Our team includes project managers, engineers, equipment, operators, first responders, environmental technicians, and health and safety professionals.

Although EnviroServe has provided services to all types of private and government entities, we have built a strong reputation for providing environmental services to the heavy industrial and transportation industries — a reputation developed by working with regulatory agencies and clients to provide pragmatic solutions, which meet safe, legal, ethical, and financial goals.

EnviroServe's growth strategy remains straightforward: grow one satisfied client at a time. Most of our business comes from repeat clients with whom we've built long-standing, mutually beneficial partnerships as we aim to:

- Attract and retain experienced personnel with sound judgment and communication skills
- Start every project with a clear understanding of what is to be accomplished
- Provide appropriate, simple approaches to complex problems
- Reduce and/or eliminate long-term financial liabilities

We invite interested parties to view our website for more information at <https://enviroserve.com/>

As a company, we strive to keep our carbon footprint as light as possible; therefore, utilizing environmentally-friendly cleaning solutions and disposal methods is a top priority. We have aligned ourselves with NELAP certified labs to support sampling events for landfill profile set-ups.

Philosophy

At EnviroServe, we believe every job, task, mission, and purpose must be performed safely. The safety of our Team Members, our subcontractors, and our clients is our top priority. We have distinguished ourselves from our competition by exceeding safety standards, communicating effectively, and paying attention to every detail.

Continually meeting and exceeding these standards takes a solid blend of senior management involvement and superior communication with our clients. The EnviroServe leadership team possesses the knowledge, experience, and authority to create a success-oriented work environment. As a result, our managers are involved in day-to-day operations, including project planning, execution, and client interaction.

Health & Safety

All our clients recognize the value of doing business with a company that puts safety first. The commitment and dedication of EnviroServe's management team to providing a safe work environment for its teams is reflected in our safety successes. EnviroServe places great emphasis on the health and safety of Team Members, subcontractors, and clients. Our field personnel understand and accept that the responsibility for safety and environmental stewardship cannot be transferred, and every Team Member is held accountable for his or her own actions on site. All technicians and project managers are at a minimum 40-hour HAZWOPER trained (in accordance with CFR 29 Part 1910.120) and each responder completes the 8-hour annual HAZWOPER refresher training. In short, we are committed to the principles that:

- All injuries are preventable
- All exposures can be safeguarded
- Safety is a condition of working for EnviroServe
- Training is essential for superior safety performance
- Prevention of injuries/accidents is the responsibility of every individual
- Safety is simply good business



Security

In today's environment, EnviroServe recognizes the concern for security, and in addition to internal security measures and training programs, EnviroServe participates in the e-RAILSAFE security program provided by e-VERIFILE.com. Confidentiality, safety, and security have always been our highest priorities, and we continue to improve our focus and heighten our security awareness. In addition to performing internal personnel background checks, our participation in the e-RAILSAFE security program allows us to enhance our overall security program by:

- Understanding current and potential security challenges
- Monitoring familiar activities
- Staying alert to our surroundings and work environments
- Committing to following rules and procedures
- Understanding proper notification

Insurance & Risk Management

EnviroServe maintains Contractor Pollution Liability Insurance, the only insurance that does not have an exclusion for environmental projects. Additional insurance coverage includes:

- Professional Environmental Liability Coverage (E&O)
- Worker's compensation, occupational disease, employer's liability, disability benefit, and other similar Team Member benefit insurance required under the laws of the state that apply to the work to be performed
- Commercial general liability insurance, including professional and contractual liability
- Comprehensive automobile liability and insurance protection for motor vehicles used by EnviroServe either on or away from the site of services. The policy includes coverage for all owned and hired motor vehicles
- MC-90 Form as required by the 1980 Motor Carrier Act
- Railroad insurance coverage

A certificate of insurance coverage listing the client as a certificate holder will be provided upon request and should be referenced for specific insurance limits and terms.

Waste Classification

Enviroserve utilizes qualified laboratories to test a company's waste to determine if the waste needs to be classified as RCRA hazardous waste. In accordance with EPA Methods, data from the analysis can show concentrations of 32 toxic contaminants in an extract from a waste sample. Waste-generating companies will receive the information needed to compare the concentration of each contaminant in their waste to the EPA regulatory level for each contaminant.

Material Sampling, Analyzing, and Classifications:

- Municipal solid waste
- Construction & demolition (C&D) waste
- Chemical waste
- Special waste
- Universal waste
- TSCA waste

Facility Cleanup & Closures

Facility cleanups or closures can require a particularly wide array of transportation and disposal services. Our environmental consultants can perform a facility-wide walkthrough to identify hazardous wastes and develop a plan for storage, transportation, and disposal. We rapidly prepare comprehensive documentation, including project outlines, photographic records or work performed, and closure reports.

Transportation and Waste Disposal



EnviroServe's capabilities for handling customer's hazardous and non-hazardous waste disposal needs includes coordinating transportation of waste to permitted TSDF(s). Enviroserve personnel are experts in handling, transporting, and disposing of hazardous, universal and non-hazardous waste materials. Combining extensive knowledge in RCRA, EPA and DOT regulations with Enviroserve recovery methods, our customers are assured their waste is managed properly to reduce their risk of liability to human and environmental health.

Enviroserve transports and disposes of more than 200,000 gallons of liquid, 500 drums, and 50 roll-off boxes of hazardous and non-hazardous waste each week throughout the United States. All waste is transported with proper labels and placards in compliance with DOT and RCRA regulations under a proprietary scheduling and job tracking system.

All waste is transported with proper labels and placards in compliance with DOT and RCRA regulations under a proprietary scheduling and job tracking system utilizing:

- Vac trucks/turbovacs
- Vac tankers and bulk tankers (stainless steel and fiberglass)
- Roll-off vehicles (single and double rail)
- Flatbed trailers
- Drum recovery vehicles
- Dump trailers
- Transportation of hazardous waste & materials

Our Team Members navigate legal regulations, utilize 100+ state and federal permits, and identify key chemical and physical properties to determine the most cost-efficient method to safely handle: Acid/base neutralization

- Aerosol cans
- Antifreeze recycling
- Batteries
- Beneficial reuse
- Cyanide destruction
- Cylinder disposal
- Disposal of hazardous materials
- Disposal of hazardous waste

- Empty drums and totes
- Fluorescent bulbs
- Fuel blending
- Lab pack services
- Landfill leachate
- Mercury recycling/retort
- Metal recovery
- Non-hazardous Subtitle D landfill
- NORM/TENORM disposal
- Oil filters
- Oil recycling
- PCB ballast and TSCA waste disposal
- Plastics recycling
- Reactive/high-hazard wastes
- Refinery waste/catalyst recycling
- Scrap metal recycling
- Silver recovery/precious metal recycling
- Solvent distillation/recovery
- Stabilization/Subtitle C landfill
- Fuel Storage Tanks
- Styrofoam recycling
- Total waste management across multiple facilities
- Transformer flushing/retro-fill
- Trash/refuse
- Waste minimization/zero-landfill programs
- Waste-to-energy/alternative fuels program
- Wastewater treatment
- Vault Containment Removal

Collection & Storage of Waste

Enviroserve will set up an optimal arrangement in the designated collection location(s) that allow the most efficient collection/processing stream and the ability to accept a full range of waste streams.

All collected waste streams will be identified, segregated, properly packaged and labeled, and transported to the final permitted disposal facility.

During storage, any failures in proper containment can be disastrous. An improperly sealed container can leak toxic gases -- gases that could not only contaminate the air and make people sick, but could also infiltrate another storage container or come into contact with a surface impoundment or waste pile and react with another substance, causing an explosion. This is why incompatible wastes -- wastes that will undergo a chemical reaction if they come into contact with one another -- must be stored far enough apart to make contact unlikely or impossible. Regulations also state that every storage structure must be clearly marked with the substance it contains in order to avoid mix-ups in placement, treatment and handling and to avoid delays in determining what

exactly has escaped into the air or ground if an accident does occur.

Enviroserve's capabilities for handling customer's hazardous and non-hazardous waste disposal needs includes coordinating transportation of waste to permitted TSDF(s). Enviroserve personnel are experts in handling, transporting, disposing of hazardous, universal and non-hazardous waste materials. Combining extensive knowledge in RCRA, EPA and DOT regulations with Enviroserve recovery methods, our customers are assured their waste is managed properly to reduce their risk of liability to human and environmental health.

Waste profiles, manifests and labeling are professionally provided by our highly skilled staff and the disposal facilities we are associated with. Enviroserve provides disposal alternatives through recycling, reuse and treatment resources when possible and practical. Each waste stream is carefully analyzed to determine the most economical and environmentally safe means of disposal.

Our fully compliant transportation fleet benefits all our customers' needs from point of generation to final disposition of all waste types. Enviroserve has the means of transporting containers of all sizes housing wastes such as liquids, solids and gases. Our fleet of experienced and technical drivers ensures that LTL (less-than-truckload) program allows generators of small quantities to ship their waste at an affordable cost. Enviroserve's professional services and staff within transportation also include profiling waste streams and creating all associated documents for each shipment.

Equipment Summary

ES's extensive fleet of vehicles and equipment offers rapid response times without the need to rent or seek other sources. Enviroserve has a vigorous maintenance program for all vehicles and equipment. This minimizes response time and guarantees maximum efficiency. CG Environmental owns and maintains multiple types of support equipment required for spill and homeless encampment response activities, including Response Trucks, Trailers, Roll-Off Trucks, Roll-Off Boxes and Yellow Iron Equipment. This minimizes response time and guarantees maximum efficiency.

We also own the following equipment, often needed on a clean-up: Bobtail 70 bbl. Vacuum Trucks, Transport 130 bbl., VacTrons, Vac Boxes, Confined Space Trailers, Hazmat Trailers, Dump Trailers, Motorized Road Brooms, Backhoes and Skid Steers, Trailer-mounted 185 CFM Air Compressor, and an array of yellow iron equipment. Our ability to respond and execute work efficiently, cost effectively and without delay has enabled us to maintain the reputable name on which new and existing customers can depend on.

Please see below equipment owned by Enviroserve

Vacuum capabilities and waste transportation units.

Drum van trucks	5 units	5	Straight trucks
Frac tanks	2 units	2	10,000-gallon capacity
Roll-off containers	729 units	5	20 cubic yard containers
		4	
		2	

	5	40 cubic yard containers
	7	30 cubic yard containers
	8	22 cubic yard sludge containers
	1	17 cubic yard poly bins
	0	
	9	18 cubic yard containers
	8	15 cubic yard containers
	8	8 cubic yard containers
	7	15 cubic yard tubs
	7	12 cubic yard containers
	6	25 cubic yard containers
	5	10 cubic yard containers
	4	35 cubic yard containers
	4	20 cubic yard dewater containers
	2	30 cubic yard dewater containers
	1	25 cubic yard dewater containers
Roll-off trucks	48 units	Straight trucks
	8	
Tractors	81 units	Day cabs and sleepers
	1	
Trailers	265 units	Utility, storage, equipment trailers
	6	Emergency response trailers
	9	
	4	Vacuum tanker trailers
	2	
	2	Van/flatbed trailers
	2	
	2	Pressure washer trailers
	1	
	1	Double-box roll-off trailers
	5	
	1	Drum trailers
	2	
	1	Work trailers
	2	
	8	Single box roll-off trailers
	5	Jet machine trailers
	5	Lowboy/hydraulic trailers
	4	Bulk tanker trailers
	4	>10-yard dump trailers
	3	Hydro excavator trailers
	3	Light tower trailers
	1	Confined space rescue trailer
	1	High hazard/transfer trailer

Vac box containers	65 units	1 4 2 1 7 6 5 9 3 4 3	Mobile office trailer 20 cubic yard containers 25 cubic yard containers 18 cubic yard containers DOT code Non-DOT code Hydro excavators
Vac trucks	96 units		
Recovery Truck	4 units		

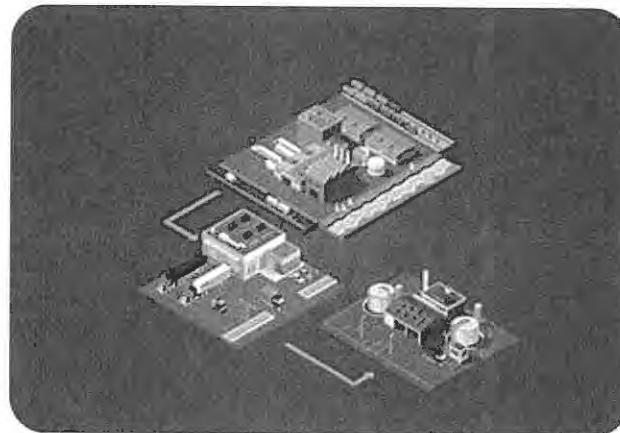
Recovery Truck "The Annihilator"

Team CG/ES is proud of our proprietary technology (Patent – US 8677555 B1) recovery truck that we the "Annihilator." This piece of equipment helps increase our efficiency, speed, and cleanliness. This turn-key piece of machinery is capable of removing and recovering hydrocarbons and other hard surface stains. With the ability to clean an area measuring 8 feet by 50 feet in 60 seconds and not only removes 99% of contaminants with high pressure and volume (half a million BTUs) spinner units from the hard surfaces and sub-surfaces using our proprietary, patented equipment, the waste water is recovered and self-contained within our specialized service vehicle. This eliminates the environmental impact from the hard surfaces, alleviating the possibility of future liability, including accidents, injuries and contamination of nearby areas.

A university study performed by the University of North Texas Environmental Department proved that the Annihilator is strong enough to take hydrocarbon impacted concrete and have pass a white glove test.

This technology stands in stark contrast to other emergency response companies which depend mainly on granular absorbent (kitty litter), brooms, and a very large number of equipment and man hours increasing the time, risk, and cost for the customer.





Hurricane Disaster Response

EnviroServe provides several disaster relief services in weatherizing your property in preparation of Hurricanes or any natural disasters. After natural disasters, from hurricanes to floods, we'll get your business and infrastructure back up and running.

Our Emergency Disaster Response Services Include:

- Flood management and cleanup
- Debris management
- Facility cleanup and disposal
- Logistics management
- Waste containers
- Staffing and personnel
- Rental toilet and shower trailers
- Laundry trailers
- Specialized equipment rentals
- Post-incident environmental remediation

24-Hour Emergency & Catastrophic Response

Our emergency response services are available 24 hours a day, 365 days a year. With 35+ service centers located throughout the United States, we're always close by and ready to respond *where you need us, when you need us* most.

Our trained and experienced teams ensure rapid containment and resolution of all types of emergency and disaster situations, including:

- Chemical releases
- Tank truck rollovers
- Pipeline emergencies

- Leading containers
- Maritime spills
- Airport services
- DOT accidents
- In-plant releases
- AST releases
- Natural disasters
- Trauma and accident scenes
- Biological incidents
- PCB transformer failures
- Well pad emergencies

We also provide the following related services:

- Emergency response planning and training exercises
- Air monitoring
- Mobile tank cleaning
- Mobile boiler units
- Lab waste packing
- Emergency transfers
- Homeless Camp Cleanup

Response Team Trainings

Our continued success over the years in safely managing thousands of projects is a tribute to the trained Team Members who bring years of hands-on experience and the never-ending safety training they receive. EnviroServe Team Members receive ongoing training from the Standard Operating Guidelines (SOG), which supplements all site-specific health and safety plans and work plans. Our zero-tolerance safety policy is not just a statement, but also a company-wide obligation to our clients to provide trained personnel who are dedicated to safe work procedures. By implementing pre-task planning, each Team Member receives various training which is commensurate with their job descriptions and duties. Training may include:

- 23-hour / 40-hour HAZWOPER
- Annual 8-hour HAZWOPER refresher
- Confined space entry/rescue
- OSHA standards – changes & updates
- Defensive driving & highway/roadside safety
- Electrical hazards
- Lead & asbestos awareness
- Worker right-to-know program & medical monitoring
- First aid & CPR
- Tank car specialists
- FRA roadway worker protection

Verifiable References

- 1) Client: Colorado Department of Transportation (CDOT)
Contact: Theresa Santangelo, Hazardous Waste Management Supervisor
Phone Number: 303-917-6528
E-Mail Address theresa.santangelo@state.co.us
Address: 2829 W. Howard Pl. Denver, CO 80204
Project Description: Homeless Encampment Cleanup Services; Statewide emergency response to highway spills, resulting from incidents or accidents on or along with highway rights of way and within CDOT facilities.

- 2) Client: Boulder County
Contact: Brigitte Klaube, Administrative Specialist
Phone Number: 303-678-6200
E-Mail Address bklaube@bouldercounty.gov
Address: 1901c 63rd Street, Boulder, CO 80301
Project Description: Parks and Open Space Illegal Encampment Cleanup

- 3) Client: Roy Jergenson Associates, Inc
Contact: Travis Remmert, Roadway Maintenance Supervisor
Phone Number: 512-595-9517
E-Mail Address Travis_remmert@royjorgensen.com
Address: 4375 Havana St, Denver, CO 80239
Project Description: Parks and Open Space Illegal Encampment Cleanup

- 4) Client: City of Westminster
Contact: Heather Otterstetter, Storm Water Utility Analyst
Phone Number: 303-658-2370
E-Mail Address hoottterst@CityofWestminster.us
Address: 4800 West 92nd Avenue, Westminster, CO 80031
Project Description: Homeless Encampment Cleanup

- 5) Client: City of Dallas
Contact: Dumebi Anana, Buyer
Phone Number: 214-670-1878
E-Mail Address dumebi.anana@dallas.gov
Address: 1500 Marilla Street, Room 3FN, Dallas, Texas 75201-6390
Project Description: Encampment Cleanup

Disposal Facilities

FACILITY NAME	FACILITY ADDRESS	FACILITY REGISTRATIONS/PERMITS
US Ecology	3277 CR 69, Robstown, TX 78380	EPA ID No. TXD069452340; TCEQ, SWR No. 50052
Clean Harbors Deer Park	2027 Independence Parkway S., La Porte, TX 77571	EPA ID No. TXD055141378; TCEQ, SWR No. 50089
Clean Harbors La Porte	500 Independence Parkway S., La Porte, TX 77571	EPA ID No. TXD982290140; TCEQ, SWR No. 50225
Turkey Creek Landfill	9100 S. Interstate 35W, Alvarado, TX 76009	TCEQ, MSW Registration No. 1417B
Covel Gardens Landfill	8611 Covel Road, San Antonio, TX 78252	EPA ID No. TXR000043869; TCEQ, SWR No. H2093
Tessman Road Landfill	7000 E. IH-10, San Antonio, TX 78219	TCEQ, MSW Landfill Permit No. 1410C; TCEQ, SWR No. H1410
McCarty Road Landfill	5757 Oates Road, Houston, TX 77078	TCEQ, MSW Landfill Permit No. 261B
Itasca Landfill	2559 FM 66, Itasca, TX 76055	TCEQ, MSW Permit No. 241D; TCEQ, IHW Registration No. 86925
Seabreeze Environmental Landfill	10310 FM 523, Angleton, TX 77515	TCEQ, MSW Permit No. 1539A; EPA ID No. TXR000084521
Abilene Environmental Landfill	1983 FM 3034, Abilene, TX 79601	TCEQ, MSW Permit No. 2325V
Valicor Environmental	400 Delta Road, Hutchins, TX 75141	EPA ID No. TXR000082132; TCEQ, SWR No. 95791; TCEQ, Used Oil Registration No. AB6246
Cold Springs	1300 Cold Springs Road, Building 2, Fort Worth, TX 76102	EPA ID No. TXD980878490; TCEQ, SWR No. 48506
Silver Creek Material	2251 Silver Creek Road, Fort Worth, TX 76108	TCEQ, MSW Registration No. 100036
Environmental Oil Recovery	121 Coin Street, Fort Worth, TX 76140	TCEQ, Used Oil Registration No. A26354
Intergulf/Circon	10020 Bayport Blvd, Pasadena, TX 77507	TCEQ, Used Oil Registration No. A85860; TCEQ, IHW Permit No. 39068
City of Fort Worth Village Creek Wastewater Treatment Plant	4500 Wilma Lane, Arlington, TX 76012	N/A
Cactus Reclamation Services	3851 Miller Ferry Road, Wilmer, TX 75172	TCEQ, Used Oil Registration No. AB5860; EPA ID No. TXR000085036
Lighting Resources of Texas	101 E. Bowie Street, Fort Worth, TX 76110	EPA ID No. TXD008029191; TCEQ, SWR No. 32696
Oncore Technology	2613 Skyway Drive, Grand Prairie, TX 75052	EPA ID No. TXR000083677; TCEQ, SWR No. 96281
Green Planet	6371 State Highway 276 West, Royse City, TX 75189	TCEQ, SWR No. 88812
Clean Earth/Stencycle	945 E. Pleasant Run Road, Lancaster, TX 75146	EPA ID No. TXD980811046; TCEQ, SWR No. 37455
Lonestar Ecology	12901 Baypark Road Suite, Pasadena, TX 77507	EPA ID No. TXD010791184; TCEQ, SWR No. 50207
Alamo Petroleum Services	17730 State Hwy 18 S, San Antonio, TX 78264	EPA ID No. TXD987991866
Approved Oil Services	4485 Smith Road, Von Ormy, TX 78073	EPA ID No. TXR000014683; TCEQ, Used Oil Handler A85410
CWM Lake Charles (Chemical Waste Management)	7170 John Brannon Road, Sulphur, LA 70665	LAD000777201
City of Dallas Wastewater Treatment Plant	1020 Sargent Road, Dallas, TX 75203	N/A
All American Tire Recyclers	5225 Teague Road, Fort Worth, TX 76140	TCEQ, Tire Recycler 160002
Liberty Tire Recycling	580 Gifco Rd, Midlothian, TX 76065	TCEQ, Tire Recycler 170002
Skyline Waste Management Landfill	1201 N Central Street, Ferris, TX 75125	EPA ID No. TXR000084603
Stencycle	6105 US Hwy 87 E, San Antonio, TX 78222	MSW Processing No. 40280

Mobilization Plan Enviroserve

Enviroserve offers a 24/7 emergency response line for all contracted partners. All incoming calls will be answered by the Enviroserve dispatch center. They will then collect key data regarding the response services requested and then dispatch the information to the Sr. Project Manager. All information and documentation are collected within a response tracking system providing a central repository for follow-up and reporting. The Sr. Project Manager, from this point on, will be the single point of contact for all project services.

Our organization is properly staffed and dispersed by full-time Enviroserve employees, which allows us to mobilize from multiple locations, reducing our response time to the site within 1.0 hour for emergencies. Our scheduled response time to the site is normally less than 8.0 hours after notification and completed within seventy-two (72) hours from the start of the restoration services.

Our designated Sr. Project Manager will provide a detailed scope of work, photographs of the site and a complete Site-Specific Health and Safety Plan. The scope of work, photographs and Site-Specific Health and Safety Plan will be provided to the Point of Contact representative for review and approval. Once our work plan has been approved, the ES Team will establish a Work Zone on site, conduct a site-specific safety meeting detailing any anticipated hazards, task-specific PPE required, and establish the use of Stop Work Authority.

Contact representatives will receive constant updates on the progress of the response and once all jobs and responses are completed, within 72 hours, they will receive a full incident report with picture documentation. Invoices will be submitted within contractual requirements including waste documentation and supporting documentation of all efforts.

Representatives will also have access to Enviroserve 24/7/365 along with our 24/7 Emergency Response Line 1-800-488-0910. ES has 24-hour access to necessary equipment to respond to any emergency situation as well.

At Enviroserve, we understand the importance of delivering value, so we promise to make every effort to put each organizational need first by providing exceptional quality service and consistent, clear communication throughout each project.

Dispatch and Response Tracking System

Here at Enviroserve we utilize dispatch software that allows our Supervisors/Technicians to document job details with great accuracy. These details include individual project numbers, start and end times, on-scene before and after photos, surface(s) remediated, size of the abatement area and the amount and weight of material collected for disposal. All steps and photos are marked with the time, date, and GPS location. All of this information is available in an electronic PDF which will be submitted along with disposal documents and landfill receipts.

Key Personnel

EnviroServe

EnviroServe has established a professional staff of highly experienced, well-trained staff members that are more than capable of performing all duties outlined in this contract. EnviroServe will provide the highest level for quality and safety measures to perform on this project. EnviroServe continues to pride itself on being the most reputable and highly qualified Hazmat service company in the industry when it relates to providing excellent customer service to all partners of the organization.

The following table below identifies EnviroServe's management staff that will be responsible for the projects executed under this contract.

Name	Responsibility	Company	Phone Number	Email Address
Sean Donaldson	Director of Operations	Enviroserve, Inc.	520-488-5368	seandonaldson@enviroserve.com
RJ Schwartz	General Manager	Enviroserve, Inc.	817-733-4898	rjschwartz@enviroserve.com
John Abbs	Sr. Operations Manager	Enviroserve, Inc.	817-584-3683	johnabbs@enviroserve.com
Jeff Anderson	Account Manager	Enviroserve, Inc.	417-793-5414	jeffanderson@enviroserve.com
Tasha Kilgore	Contract Specialist	Enviroserve, Inc.	800-488-0910	tashakilgore@enviroserve.com

Licenses, Permits & Registrations***ENVIROSERVE*****EnviroServe Permits, Licenses & Registrations (Updated 08/28/2024)**

Jurisdiction	Current Permit	Years Held	Material
US DOT RSPA Registration	050117 551 004ZB	27	HM/HW
US EPA ID Number:	OH0 000 333 336	27	HM/HW
US DOT Lab Pack Exemption	DOT-SP 13192	15	HW
US DOT Comp Tank Exemption	DOT-SP 1193	12	HW
US DOT Berlin Packaging Exemption	DOT-SP-9168	3	HW
Ohio P.U.C.O. Intrastate Registration:	602019	27	HM/HW
Hazardous Materials Uniform Alliance	UPM-0388329-WV	27	HW
International Fuel Tax Agreement License:	OH 341639526-01	27	HM/HW
Interstate Commerce Commission Authority	MC 388329	27	HM/HW
Alabama Hazardous Waste Permit Number:	OH0 000 333 336	22	HW
Alliance For Hazardous Material Transportation	388329	27	HM
Arkansas Hazardous Waste Transportation Permit	H 1745	18	HW
Arizona DEQ Solid Waste Management Registration	B2032234	3	SWM
Arizona DEQ WQL Water Quality Registration	B2073426	3	WQL
Arizona Maricopa County Septic Waste Hauler	Vehicle VIN Specific	3	SW
Arizona Special Waste & Used Oil	320519	3	HW/UO
Arizona Maricopa County NHLW Hauler	Veh. Specific	3	NHL
Arizona Maricopa County Refuse Hauler	Veh. Specific	3	NHW
California Hazardous Waste Registration	CA 528565	18	HW
California CHP Hazardous Materials	229780	18	HW
Canada Ontario CVOR	193-034-371	12	VR
Canada Quebec Dangerous Materials	401739179	12	HW
City of Medina, OH Rubbish Collector License	Number 7	8	RC
Colorado Hazardous Materials Permit	HMP-21471	18	HM/HW
Colorado NORM Reciprocity Transporter	L06811	3	NORM
Connecticut Hazardous Waste Permit	CT-HW-926	17	HW
Delaware Hazardous Waste Permit	DE-HW-0631	17	HW
Florida Hazardous Waste Transporter Certificate	OH0 000 333 336	18	HW

EnviroServe Permits, Licenses & Registrations (Updated 08/28/2024)

Jurisdiction	Current Permit	Years Held	Material
Florida-Broward County Waste License	HMT-18-0028	18	HW
Florida-Miami-Dade County Liquid Waste Permit	LW-000941	18	HW
Florida - Universal Waste & Mercury Registration	OH0000333336	3	UV
Florida - Used Oil Transporter Permit	FLD984206003	3	UO
FMCSA Hazardous Material Safety Permit	US-388329-OH-HMSP	26	HM
FMCSA Common Carrier Authority	MC-70495-C	26	MC
Georgia Hazardous Material Permit	30976	19	HM
Illinois Public Carrier Certificate	221386 MC	5	MC
Illinois Special Waste Permit	S.W.P. 3096	26	HW
Indiana City of Ft. Worth Unloading Registration	388329	2	CP
IFTA	0388329	31	IFTA
Idaho Hazardous Waste Transporter Registration	HAP109887923	12	HW
Kansas Certificate of Hazardous Waste -	OH0 000 333 336	18	HW
Kentucky Certificate Hazardous Waste Activity	KYU135911	21	HW
Maine Hazardous Waste Transporter License	ME-HWT-540	17	HW
Maine Waste Oil Transporter License	ME-WOT-540	17	WO
Maryland Hazardous Substance Hauler Certificate	HWH 718	18	HW
Massachusetts Hazardous Waste License	HW05-MA-0600	17	HW
Michigan National Uniform Credential:	UPW-0388329-WV	25	HW
Michigan LIW Uniform Program Identification	UPW-0388329-WV	25	HM
Minnesota hazardous waste Permit	Alliance	25	HW
Missouri Hazardous Waste Transporter License	18D27001000	17	HW
Nevada Hazardous Waste Permit	Alliance	26	HW
New Hampshire Hazardous Waste Registration	TNH-0474	17	HW
New Mexico Commercial Hauler Registration	0101819	3	HW/HM
New Mexico NORM Reciprocity Registration	L06811	3	NORM
New York Part 364 Waste Transporter Permit	OH-174	22	HW/HM
North Carolina Hazardous Waste Permit	OH0 000 333 336	22	HW

EnviroServe Permits, Licenses & Registrations (Updated 08/28/2024)

North Dakota Hazardous Permit	WH-2246	18	HW
Ohio Used Oil Transporter Reg. Number:	OH0 000 333 336	18	UO
Ohio Asbestos Contractor	AC1914	12	ASB
Ohio DNR Brine Transporter	25-418	11	NH
Oklahoma Dept. of Environmental Permit	Alliance	19	HW
Ontario Certificate of Approval	041939745	12	HW
PCB's -Notification of PCB Activity	On File with DOT	22	HM
Pennsylvania Hazardous Waste License:	PA-AH 0659	24	HW
Jurisdiction	Current Permit	Years Held	Material
Pennsylvania Municipal / Residual Waste	WH-13684	15	HW
Pennsylvania Asbestos Contractor	C1122A	11	ASB
Pennsylvania Waste Tire Transporter	WTT2763	1	WT
Pennsylvania Spotted Lanternfly Permit	PA-R-20181100081	6	MC
PHMSA Hazardous Material Registration	050123550075FH	26	HM
Quebec Dangerous Goods Registration	7610-06-01-08972-10	13	HW/HM
Rhode Island Hazardous Waste Permit	RI-959	17	HW
South Carolina Hazardous Waste Permit	OH0 000 333 336	19	HW
Tennessee Hazardous Wastes Permit:	OH0 000 333 336	19	HW
Tennessee Used Oil Permit	OH0 000 333 336	19	UO
Texas MCCS Registration	009493144C	4	MC
Texas Solid Waste Registration Number	97119	19	HW
Texas Asbestos Transporter Registration	400646	3	ASB
Texas Medical Waste Transporter	MSW 50258	3	MW
Texas Oil & Gas Waste Haulers Registration	WHP No. 8527	3	O/G
Texas City of Corpus Christi Solid Waste Hauler	835	2	NH
Texas City of El Paso Waste Hauler Permit	388329	3	WH
Texas Radioactive Material License	L06811	3	HW
Utah Used Oil Transporter Permit	UOP-0197	3	UO
Vermont Hazardous Waste Permit	OH0 000 333 336	16	HW

EnviroServe Permits, Licenses & Registrations (Updated 08/28/2024)

Virginia Hazardous Waste Permit	OH0 000 333 336	18	HW
West Virginia	Alliance	25	HW
Washington Hazardous Materials	CC069533	3	HM
Wisconsin Hazardous License	16703	16	HW

CITY REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURER A: Ascot Specialty Insurance Company	45055	
INSURER B: Zurich American Ins Co	16535	
INSURER C: Lloyd's Syndicate No. 1458	AA1120102	
INSURER D: Ironshore Specialty Insurance Company	25445	
INSURER E: American Guarantee & Liability Ins Co	26247	
INSURER F: American Zurich Ins Co	40142	

COVERAGES CERTIFICATE NUMBER: 570115305803 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Y	ENVP000038625	03/15/2025	03/15/2026	EACH OCCURRENCE	\$1,000,000	
	X Cross-Liability Included						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$300,000	
	X Severability of interests included						MED EXP (Any one person)	\$25,000	
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$1,000,000	
	OTHER						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000,000	
B	AUTOMOBILE LIABILITY		Y	BAP 8198447 02	03/15/2025	03/15/2026	COMBINED SINGLE LIMIT (Ex accident)	\$5,000,000	
	X ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		Y	SXS434550802 Excess Liab AL WC	03/15/2025	03/15/2026	EACH OCCURRENCE	\$5,000,000	
	DED <input checked="" type="checkbox"/> RETENTION						AGGREGATE	\$5,000,000	
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC819844502 WC819844602	03/15/2025 03/15/2025	03/15/2026 03/15/2026	X PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EX EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000	
A	Environmental Site Liability			ENPR231000093001	01/19/2023	03/15/2026	Aggregate Limit Per Occurrence Limi	\$15,000,000 \$15,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Excess Liability, Automobile Liability and General Liability policies.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Catherine S. Steiner

Holder Identifier:

570115305803

Certificate No.:





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED EnviroServe, Inc.
POLICY NUMBER See Certificate Number: 570115305803	
CARRIER See Certificate Number: 570115305803	NAIC CODE EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED EnviroServe, Inc.	
POLICY NUMBER See Certificate Number: 570115305803		
CARRIER See Certificate Number: 570115305803	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverage

Effective Date: 3/15/2025 - 3/15/2026

Policy Number ENVP000038625

Binding Authority Agreement: B087525E06V5002

Syndicate 1458 (RNR) 22.50%

Syndicate 4472 (LIB) 20.00%

Syndicate 5886 (WBC) 7.50%

Hudson Excess Insurance Company 50.00% ,100 William Street 5th Fl New York, NY 10038

Policy Number: ENVX000038025

EACH OCC \$10M

AGG LIMIT \$10M

Binding Authority Agreement: B087525E06V5002

Syndicate 1458 (RNR) 22.50%

Syndicate 4472 (LIB) 20.00%

Syndicate 5886 (WBC) 7.50%

Hudson Excess Insurance Company 50.00% ,100 William Street 5th Fl New York, NY 10038

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor	Address	City	State
hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20_____, covering work to be performed and material to be furnished for:			

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

Balance of said Contract DOLLARS,

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Contractor

Personally appeared before me, a Notary Public, within and for the County of

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.
My Commission expires _____, 20_____.

[Handwritten signature]

(Notary Public)

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

_____,
(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title