City of Lee's Summit Request For Proposal No. 2018-066



Waste Corporation of Missouri, LLC
April 5, 2018



CITY OF LEE'S SUMMIT

PROCUREMENT AND CONTRACT SERVICES DEPARTMENT 220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063 Phone: 816-969-1085 Fax: 816-969-1081 Tarah.daugherty@cityofLS.net

TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2018-066

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase or four (4) copies delivered from qualified persons or firms interested in providing the following:

WASTE REMOVAL & RECYCLING SERVICES FOR CITY OF LEE'S SUMMIT DEPARTMENT LOCATIONS AND DOWNTOWN AREA AS A YEARLY CONTRACT IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM OR FOUR (4) HARD COPIES DELIVERED PRIOR TO THE CLOSING DATE OF FRIDAY APRIL 6TH, 2018, 3:00 P.M. LOCAL TIME

The cutoff date and time for questions is Friday, March 30, 2018 Noon Local Time

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR THURSDAY, MARCH 29TH AT 10:30 A.M. LOCAL TIME IN THE HOWARD A CONFERENCE ROOM ON THE 2ND FLOOR OF CITY HALL

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name		Authorized Person (Print)	
WCA of Missouri, LLC		Carey Calabrese	
Address		Signature	
19212 E. 231st St.	· · · · · · · · · · · · · · · · · · ·	1 07	
City/State/Zip		Title ~	•
Harrisonville, MO 64701		District Manager	76-0657707
Harrisonville, MO 64701 Telephone #	Fax #	District Manager Date	76-0657707 Tax ID#
	Fax #		



ENCLOSURE III TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

Α.	TITLE-SIGNATURE PAGE	Page 1
В.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF MACHINERY & EQUIPMENT: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page 5 - 6
Н.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page <u>7 and</u> 8
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page <u>9</u> - <u>10</u>
J	COST: Forms provided (Forms 6A, 6B, 6C and 6D)	Page 11 through 19
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract (over \$5,000)	Page _20
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract (over \$5,000)	Page <u>21</u>



ATTACHMENT 1

LETTER OF TRANSMITTAL



April 5, 2018

Tarah Daugherty
Procurement Officer II
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

RE: Request For Proposal 2018-066

Ms. Daugherty:

WCA of Missouri, LLC, a subsidiary of WCA Waste Corporation, is pleased to submit our proposal for the City of Lee's Summit RFP 2018-066. We have carefully examined all of the RFP documents and have a clear understanding of the requirements necessary to meet and exceed the City's needs. That understanding is also deepened by WCA's status as the current provider of waste removal and recycling services for City of Lee's Summit department locations and downtown area containers.

Regulatory compliance, safety and environmental responsibility are the pillars of WCA's corporate philosophy. Every member of our team — including our operations personnel, our customer service representatives and our supervisors who oversee facilities — strives to be the best in the industry. We will maintain our record of upholding the City's stringent standards and expectations. To highlight our expertise, please consider the following as you evaluate our proposal:

- WCA has a proven history of serving municipalities across Missouri and our other markets, and we understand the intricacies involved in safe and successful operations of transfer stations and landfills.
- WCA has become a leader in the waste industry by maintaining the highest levels of control over our operations, customer service, environmental responsibilities, safety and other critical areas.
 This focus will enable WCA to provide unparalleled service to the City of Lee's Summit and its various departments.
- With WCA, safety is a core value of our company. To illustrate the importance of our safety culture, WCA created a Safety Bonus program which allows employees to darn bonuses by adhering to the high standards of WCA's safety culture.
- WCA takes care of our employees, which includes paying some of the highest wages in the
 industry in many of the markets we serve. We do this to ensure stability in our workforce, which
 allows us to provide world class service.



- WCA uses the latest technology and leading software systems in our industry. These systems include comprehensive billing, customer service, real time tracking through GPS systems and reporting capacity down to the individual level.
- With the resources of a top American Corporation, WCA of Missouri LLC is also a local company
 well positioned to meet local needs. We have a decentralized management system that
 empowers local teams to make real-time decisions on the ground when situations arise.
- WCA remains committed to protecting our natural resources, as evidenced by our construction
 of waste-to-energy operations at our landfills. Both of our Missouri landfills and our Kansas
 landfill convert landfill gases into electrical energy, thus reducing the demand for nonrenewable resources.

I want to thank you for accepting this proposal from WCA. Enclosed are the required documents requested by the RFP with all other documents to be made available upon notice of award. WCA is currently the incumbent provider of these services in Lee's Summit and provides similar services in municipalities across the region. We take great pride in the services and safety record we offer.

After reviewing our bid, we are confident you will agree that WCA has the experience, financial backing and qualifications to be the preferred solid waste services provider for the City of Lee's Summit.

Sincerely.

Carey Calabrese District Manager

Waste Corporation of Missouri, LLC



ATTACHMENT 2

ADDENDUM 1

CHANGES AND ADDITIONS TO THE ORIGINAL RFP DOCUMENT SHALL BE AS FOLLOWS:

- Section 3.0 Tentative Timeline for RFP Process shall now read:
 - Tentative Timeline for RFP Process: The timeline listed below is the City's estimation of time required to 3.0 complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification

March 16th, 2018

Question Cutoff date

March 30th, 2018 @ Noon, Local Time, April 6th, 2018 @ 3:00 P.M., Local Time

Proposal Submittal Deadline Meet to review

Week of April 16th, 2018

Interviews (if applicable)

Week of April 30th, 2018

City Council (if applicable)

June 21st. 2018

Notice to Proceed

Last Week of June, 2018

July 1st, 2018 -OR-

Contract Start Date **Alternate/Tentative Contract Start Date

Last Week of July, 2018 (only if deemed necessary)

- RFP Page 14, Enclosure 1 (FOR REFERENCE ONLY) shall now be INTERVIEW PROPOSAL RANKING SCORE SHEET
- Original RFP Page 23, Cost Form 6A City Department Waste, Line 14 Police Headquarters, this shall be NOTED: **NOTE: For this location access is behind a locked gate. Driver must push a button to be let in by dispatch. Dispatch is available 24/7. If the button is not working, dispatch may be reached at 816-969-7390. There is no need to push the button again to exit, as there are motion detectors to allow for automatic gate opening.
- Original RFP Page 26. Cost Form 6B City Department Recycling, Line 12 Police Headquarters, this shall be NOTED: **NOTE: For this location access is behind a locked gate. Driver must push a button to be let in by dispatch. Dispatch is available 24/7. If the button is not working, dispatch may be reached at 816-969-7390. There is no need to push the button again to exit, as there are motion detectors to allow for automatic gate opening.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of RFP No. 2018-066, titled Waste Removal & Recycling Services for City of Lee's Summit Department Locations & Downtown Area by his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal. NOTE: This Addendum must be completed and signed and submitted with Proposals in order to be considered a responsive Respondent.

> CERTIFICATION BY BIDDER SIGNATURE TITLE District Manager COMPANY Waste Corporation of Missouri, LLC April 5, 2018

Addendum Number 1 Page 3 of 3

^{**}NOTE: If the City deems necessary and the awarded Hauler needs roughly 30 days to get new Containers ordered and set.



Page 3

Provider Profile



FORM NO. 1: PROVIDER PROFILE

	Lead Service Provider/Firm(s) (or Joint Venture) Nam Waste Corporation of Missouri, LLC 19212 Provider /Firm is: X National Regional Loc	E. 231st St. Harrisonville, MO 64701
1b.	. Year Provider/Firm Established: 1998	
	Years of Experience providing RFP identified services 20 Years	s/project for municipalities:
1c.	. Licensed to do business in the State of Missouri: X	Yes No
1d.	l. Missouri Secretary of State Charter No. FLooi	415520 or Specity Exemption Number
•	 Principal contact information: Name, title, telephone Carey Calabrese, District Manager 816-380-5595 ccalabrese@wcamerica. 	
1f.	. Address of office to perform work, if different from I	Item No. 1:
2.	regulations, local, and state laws. Service under the	disposed of properly in accordance with all Environmental Protection Agency his contract requires that waste be taken to a licensed landfill facility or licensed ne(s) and location(s) of facility that wastes will be taken to:
	Name of Facility:	_ee's Summit Landfill
	Location:	2101 SE Hamblem Rd. Lee's Summit, MO
	Contact Person and Phone number: \underline{L}	_arry Guriox 618-407-2280
	Name of Facility:	
	Location:	·
	Contact Person and Phone number: _	



Page 4

Machinery and Equipment



FORM NO. 2: LIST OF MACHINERY & EQUIPMENT

It is represented as part of this bid, that the below listed Machinery & Equipment is available for use in the provision of work and/or services stipulated in this RFP. "Available" shall mean that the equipment is owned or under the control of the bidder submitting this bid. The quality of the equipment used by the Contractor for Trash and Recycling Services for the City of Lee's Summit, shall be sufficient to perform work required herein. BIDDERS ARE TO LIST BELOW ALL TRUCKS TO BE USED DURING THE CONTRACT.

YEAR	МАКЕ	MODEL	QTY
2010	FREZUNTLI	VER FL	(Mitth
2011	FREZGHTLIN	62 FL	i de la companya de
2009	MACK	M20613	age to the control of
2013	P 678 233 0 5	370	
2013	PETERBUILT	370	Min
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Pages 5 and 6

Experience/References (Attachment)



FORM NO. 3: EXPERIENCE/REFERENCES

NOTE: This sheet may be reprinted & submitted with the proposal several times for each individual that would be performing work under this Agreement, if awarded.

Work by Service Provider/Firm that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects within approximately 100 miles of the City of Lee's Summit:

approximately 100 miles of the City of Lee's Summit: SEE ATTACHMENT ON FOLLOWING PAGE				
Entity Name, Address & Location:	٠			
Completion Date (Actual or Estimated):				
·				
Entity's Contact Person, Title & Telephone Number:	5			
Estimated Cost (in Thousands) for work performed by responsible Service Provider: \$		•	•	
Scope of Entire Project: (Please give quantitative indications wherever possible).		,		

References

City of Camdenton 473 West U.S. Highway 54 Camdenton, MO 65020

Contact: City Administrator, J. Jeff Hancock, jjhancoc@camdentoncity.com City Clerk, Renee Kingston, email reneek@camdentoncity.com

573/346-3600

Exclusive services for all residential, commercial, and industrial customers within the City of Camdenton operating 6 days per week - Primary contractor

Start 1/01/2015 through current

Valued at \$410,000 annually

Fort Leonard Wood-Balfour Beatty Military Housing Management, LLCPO Box 320

Ft Leonard wood, MO 65473

Contact: Maintenance Manager, Ron Hesteness, rhesteness@bbcgrp.com Office Administrator, Kathy Mincey, kmincey@bbcgrp.com

573/329-0118

Exclusive services for 1,806 residential dwellings providing solid waste and recycle services on a weekly schedule - Primary contractor

Start 2008 through 2019

Valued at \$413,182.80 annually

City of Kansas City, Missouri 414 East 12th Street, 1st Floor

Kansas City, MO 64106

Contact: Ronnell E. Simpson, Sr., Senior Procurement Officer, ronnell.simpdon@kcmo.org Michael Shaw, Director of Solid Waste Management, michael.shaw@kcmo.org

816/513-0851

Exclusice services for providing residential waste and recycle services to 102,221 residents, operating multiple routes five days per week - Primary contractor with one subcontractor Valued at \$10,205,744.64 annually Start 2010 through 2018

City of Salem

400 N Iron Street

Salem, MO 65560

Contact: City Administrator, Ray Walden, cityadministrator@salemmo.com

City Clerk, Mary Happel, cityclerk@salemmo.com

573/729-5211

Exclusive services for all city residential solid waste and recycle services, introduction of single stream service in November of 2017 - Primary contractor

Start 2000 through 2020

Valued at \$305,814.60

City of Smithville 107 West Main St Smithville, MO64089

Contact: Steven Garrett, City Administrator, sgarrett@smithvillemo.org Jack Hendrix, Development Director, jhendrix@smithvillemo.org

816/532-3897

Exclusive residential services for trash, recycle, yardwaste, and bulky items - Primary contractor Valued at \$ 640,000 annually Start 1/01/2015 through 12/31/2020



Pages 7 and 8

Key Personnel (Attachment)



FORM NO. 4: RESUMES OF KEY PERSONNEL

NOTE: This sheet may be reprinted & submitted with the proposal several times for each individual.

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City of Lee's Summit: SEE ATTACHMENT ON FOLLOWING PAGE

1.	Name and Title:
).	Project Assignment:
: .	Name of Service Provider/Firm with which associated:
ł.	Years of Experience: With this service provider/firm other service providers/firms
) .	Education: Degree(s)/Year/Specialization:
	Current Registration(s):
,	Other Experience & Qualifications relevant to the proposed project:

KEY PERSONNEL

The following are key employees who would be assigned to this contract if WCA is the elected proposer to City of Lee's Summit RFP #2018-066:

Al Blease – Region Vice President

Carey Calabrese - District Manager

Don Cartwright - Operations Manager

Jenny King - Office Manager

Al Blease

Region 1 Vice President of WCA Waste Corporation, covering Kansas and Missouri. His 15 years of solid waste industry experience includes a role as Director of Operations, where he implemented significant restructurings, market expansions and numerous cost effective programs. He is a bilingual, value-based decision maker. He lives in Leawood, Kansas, and has been employed by WCA since May, 2017. He earned a BBA in Finance and International Business from the University of Miami, Florida and an MBA from Nova Southeastern University in Ft. Lauderdale, Florida.

Carey Calabrese

6 years within the industry and with WCA. Have held many roles within the company, which included; finance, operations and management. Have worked in many different markets throughout the country. Current resident of Missouri, but have a domicile in Houston as well. Hold a Bachelors of Sciences in Economics from The University of Houston. NWRA certificate in Landfill Management as well as Collection Management.

Don Cartwright

29 years in the solid waste industry and a WCA employee for the past two. He has overseen hauling operations and landfills for national and regional companies in six markets across the Midwest and currently lives in Raymore, Missouri.

Jenny King

Jenny has been in the waste industry for 4 years and a WCA employee for nearly three years. She is the Customer Service Manager. Jenny's experience includes Customer Service, Accounts payable/receivable, Leadership, and Operations. Jenny currently resides in Raymore, MO.



Pages 9 and 10

Project Approach (Attachment)



FORM NO. 5: PROJECT APPROACH NARRATIVE

NOTE: A separate sheet, properly labeled, may be attached to answer bulleted items but this sheet must still be signed and submitted with Proposals). SEE ATTACHMENT ON FOLLOWING PAGE

Use this space (or attach a separate sheet) to provide a detailed project approach including but not limited to:

•	Describe l	Project schedule and	approach	for the C	ity's needs
---	------------	----------------------	----------	-----------	-------------

• Familiarity with project locations as evidenced by pre-proposal attendance, proposal/interview

• Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere

• Proposed communication process

Waste Corporation of Missouri, LLC			
Company Name 19212 E, 231st St.	· · · · · · · · · · · · · · · · · · ·		
Address Harrisonville, MO 64	701		
City/State/Zip 816-380-5595	816-380-5497		
Telephone # 76 - 065 7	Fax#		
Tax ID No.			

Carey Calabrese

Authorized Person (Print)

Signature
District Manager

Title
April 5, 2018

Date
Limited Liability Company

Entity Type:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Revised by BC-12-19-17.

P a g e | 21

PROJECT APPROACH NARRATIVE

WCA employs approximately 240 people in the Greater Kansas City region who service numerous trash and recycling collection contracts for the City of Kansas City and surrounding communities. Additionally, the company has access to multiple teams of drivers and mechanics outside of the Kansas City market who can be brought to the area if needed. Sister companies in Sedalia, Rolla, Lebanon, Springfield and Joplin can be called upon in the case of emergencies.

The Regional Vice President will oversee all aspects of the contract from WCA's office in Harrisonville. The District Manager will be responsible for daily management of the contract from the Harrisonville and Kansas City locations. Transfer station, MRF and Operations personnel will implement the contract from the Harrisonville facility, and customer service support is located in Harrisonville.

As the incumbent provider of waste removal and recycling services for the City of Lee's Summit department locations and the downtown area, WCA is intimately familiar with each container and any timing, access or other issues tied to servicing those containers. WCA would be able to maintain current service schedule and approach, or the company could refine the current collection system through an alternative proposal, following consultation and agreement with city staff.

WCA personnel are familiar with the existing trash and recycling container locations found in RFP #2018-066 and have reviewed each location within the past 10 days. Additionally, WCA is familiar with the City's needs and expectations through a thorough review of the RFP, attendance at the March 14 meeting with city staff and attendance at the March 29 pre-proposal conference.

WCA will maintain effective communication channels with Lee's Summit staff. WCA will provide staff with the office phone number, cell number and email address of the Key Personnel found in this proposal, along with the contact information for the appropriate front-line route supervisors and the company's municipal representative.

COST FORM NO. 6A: CITY DEPARTMENT WASTE

The Department Waste and Recycling Areas on Forms 6A and 6B may be bid solely and separate from the Downtown Waste & Recycling Area on Cost Form 6C. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers for the locations identified on Cost Forms 6A, 6B and 6C.

NOTE 1: The cost per pick up is inclusive of ALL containers identified at each location, regardless of quantity. NOTE 2: Awarded Contractor will be responsible for providing all Waste Containers identified in an awarded Contract at no cost to the City. NOTE 3: All locations that identify 2 times/week for a Pick Up Schedule must be separated by at least 2 FULL DAYS OF NO SERVICE once the Hauler finalizes the weekly route schedule.

All pricing below shall remain firm and fixed for the contractual term. In the event of errors in extension of total price(s), the unit price(s), identified as cost per pick up, shall prevail. Respondents are required to complete each space below, even if the cost is \$0. A cost of \$0 shall indicate bidder will pick up at the identified location for no charge. If opting to NOT service a location, bidder should indicate "No Bid" on the applicable line for that location. Failure to complete each space below may result in the rejection of your bid.

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
1. Animal Control 1991 SE Hamblen Rd. Rodney Wagner, 816-969-1646	1–2 cy dumpster with wheels	1 time/week	\$ 12.47	\$ 54	\$ 648
2. Airport/Hangar 1 2525 NE Douglas John Chrazda 969-1180	1 - 4 cy dumpster with lock	1 time/week	\$ (6.16	\$ つ の	\$ 840
3. City Hall (Loading Dock) 220 SE Green Street Ron Johnson, 969-1860	3 - 2 cy dumpsters with wheels	3 times/week	\$ 25.37	\$ 329.68	\$ 3956.23
	1 - 96 gallon Cart	S ESTREST WOOL	\$	\$ included	\$
4. Fire Station 2 2000 NE Rice Rd Brian Austerman 969-1302	2 - 90 gallon poly-cart	1 time/week	\$ 6,00	\$ 26	\$ 3/2
5. Fire Station 3 210 SW Pryor Brian Austerman 969-1302	1 - 90 gallon poly-cart	1 time/week	\$ (,00	\$ 26	\$ 312
6. Fire Station 4 404 NE Woods Chapel Brian Austerman 969-1302	2 - 90 gallon poly-cart	1 time/week	\$ 6.00	\$ 26	^{\$} 312
7. Fire Station 5 3650 SW Windemere Brian Austerman 969-1302	1½ cy dumpster with wheels	1 tîme/week	\$ 12.47	\$ 54	\$ 648
8. Fire Station 6 101 NE Blackwell Brian Austerman 969-1302	1½ cy dumpster with wheels	1 time/week	\$ 12.47	\$ 54	5 648
9. Fire Station 7 2150 SW Scherer Rd. Brian Austerman 969-1302	1兆 cy dumpster with wheels	1 time/week	\$ 12.47	5 54	ક દુપ્
10. Gamber Center Pat Shepard 969-1581 4 SE Independence Avenue	2 – 2 cy dumpster with wheels	2 times/week *See Note 3 Above	\$ 11.53	\$ 100	\$ 1200

[&]quot;The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity white preserving the public trust."

Revised by BC-12-19-17.

P a g e | 22

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
11. Harris Park 110 SW Blue Pkwy. Ryan Gibson 969-1556	2 - 2 cy dumpster with wheels	Off Season- Sept-May; 1 time/week	23.09	100	\$ 1200
	4 - 2 cy dumpster with wheels	<u>In Season</u> - June, July & August;	\$	\$	\$
	Contractor shall deliver the 2 additional	3 times/week		260	3216
	dumpsters during the 3 rd week in May & remove the 2 additional dumpsters, no later than the 2 nd week of September.		20.6%		5"
12. Legacy Park Community		Off Season-	\$	\$	\$ 560
Center 901 NE Bluestem Pkwy. Eric Shooley 969-1553		October-April; 2 times/week	24.92	215	2500
•		**Mon & Thurs	TYTYERHOOM		
**NOTE: This location has MANDATORY pick up days. Hauler may not select their own days of the week for pick up & must	3 - 2 cy dumpsters	<u>In Season</u> - May-September 3 times/week;	26.55	345	\$ 4140
adhere to identified days of week.	TO PERSONAL PROPERTY AND ADDRESS OF THE PERSONAL PROPERTY.	**Mon/Wed/Fri			_
13. Lea McKeighan North Park 901 NE Bluestem Pkwy. Jacob Johnson 969-1544		Off Season- April-October 1 time/week;	\$ 12.47	\$ 54	\$ 648
	1-2 cy dumpster	<u>In Season-</u> November-March 2 times/week	\$ 1.12	105	1260
	4.0	*See Note 3 Above	\$,	\$	
14. Police Headquarters 10 NE Tudor Rd. Bradd Gartin 969-1787	1-8 cy dumpster	2 times/week *See Note 3 Above	21.36	185	\$2220
	1 – 90 gallon poly-cart	1 time/week	\$ 6.00	\$ 26	\$ 312
15. Maintenance Facility (Fleet & Public Works Ops) 1971 SE Hamblen Rd. Mark Stinson 969-1873 or Shawn Graff 969-1871	2 - 2 cy dumpster with wheels	2 times/week	s 11.54	100	\$ 1200
**NOTE: For this location access is behind a gate. Driver must be file let in between the hours of 7:00am-3:00pm Mon-Fri		*See Note 3 Above			,
16. Water Utilities – Operations Tudor Road Pump Station 1751 NE Tudor Rd. Mike Riley 969-1963	1 – 4 cy dumpster	1 time/Every other week	\$ 33.50	\$ 67	\$ 0004

DEPARTMENT	CONTAINER QTY 8 SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
17. Water Utility Service Center 1200 SE Hambien Rd Mike Riley 969-1963	1—6cy dumpster	1 time/week	\$ 79	155	10,00
**NOTE: For this location access is behind a gate, Driver must be let in between the hours of 7am- 3:30pm Mon-Fri			35.79		(0-
GRAND 1	TOTALS FOR DEPARTI	MENT WASTE (Lines 1-17)	\$ 348.86	\$ 2417.60	\$ 28964.24
WASTE COMPACTOR RENTAL FEES					
18. Park Construction & Operations Center	30 cy Waste Compactor	As Needed- (Dept. will call when pick up is Needed)	DISPOSAL RATE:	MONTHLY RENTAL FEE:	ANNUAL RENTAL FEE:
1801 NE Coneflower Robert Sanchez 969-1531		HAUL RATE: \$ <u> 75</u> (on call)	7	7	(Monthly Rental Fee x 12)

Waste Corporation of Missouri, LLC	Carey Calabrese
Company Name E. 23/5+5+.	Authorized Person (Print)
Address Harrisonville, Mo 64701	Signature Strict Manager
City/State/Zip 8/6 380 5595 8/6 380 549 7	Title April 5, 2018
Telephone # Fax #	Date Limited Liability Company
Tax ID No.	Entity Type:

COST FORM NO. 6B: CITY DEPARTMENT RECYCLING

The Department Waste and Recycling Areas on Forms 6A and 6B may be bid solely and separate from the Downtown Waste & Recycling Area on Cost Form 6C. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers for the locations identified on Cost Forms 6A, 6B and 6C.

Materials that will be recycled are plastic (types 1-7), plastic grocery and retail sacks, paper, paperboard, cardboard, aluminum, tin and mixed office paper - ALL COMMINGLED. Successful bidder must accept commingled recyclable materials and shall not reject loads of materials deemed to be contaminated.

NOTE 1: The cost per pick up is inclusive of ALL containers identified at each location, regardless of quantity.

NOTE 2: Awarded Contractor will be responsible for providing all Recycling Containers identified in an awarded Contract at no cost to the City for containers.

All pricing below shall remain firm and fixed for the contractual term. In the event of errors in extension of total price(s), the unit price(s), identified as Cost per Pickup, shall prevail. Bidders are required to complete each space below, even if the cost is \$0. If opting to NOT service a location, respondent should indicate "No Bid" on the applicable line for that location. Failure to complete each space below may result in the rejection of your bid. If Bidder offers a Rebate Program for below recycling locations, additional documentation outlining the rebate program shall be provided with bid submittal.

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
1. Animal Control 1991 SE Hamblen Rd. Rodney Wagner, 816-969-1646	2 – 90 gallon poly-carts	1 time/week	\$6.00	\$ 35	\$ 420
2. City Hall Loading Dock 220 SE Green Street Kelli Welch, 969-1012	2 - 2 cy dumpsters with wheels & lock/chain	2 times/week	\$ 8.0%	\$ 70	\$ 940
3. Fire Station 2 2000 NE Rice Road Brian Austerman 969-1302	1 – 65 gallon poly-cart	1. time/week	\$ 25.40	\$ 110	\$ 1320
4. Fire Station 3 210 SW Pryor Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	6.92	30	\$ 360
5. Fire Station 4 414 NE Woods Chapel Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	56.92	\$ 30	360
6. Fire Station 5 3650 SW Windemere Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	6.92	\$ 30	360
7. Fire Station 6 101 NE Blackwell Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	\$ 6-92	\$ 30	\$ 360
8. Fire Station 7 2150 SW Scherer Rd. Brian Austerman 969-1302	1 – 90 gallon poly-cart	1 time/week	\$ 6.92	\$ 30	\$ 360
9. Gamber Center 4 SE Independence Avenue Pat Shepard 969-1581	1 – 2 cy container with wheels & lock/chain	1 time/week	\$ 13.85	\$ 60	\$ 720
10. Harris Park Community Center 110 SW Blue Pkwy. Ryan Gibson 969-1556	1 – 2 cy dumpster with wheels & lock/chain	Off Season- Sept-May; 1 time/week	\$ 12.47	54	648
		In Season- June, July & August; 3 times/week	\$12.31	160	\$ 1920

LEE'S SUMMIT

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP. SCHEDÜLE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
11. Legacy Park Community Center 901 NE Bluestem Pkwy. Eric Shooley 969-1553	1 – 90 gallon poly-cart	1 time/week	\$ 692	\$ 30	\$ 360
12. Police Headquarters 10 NE Tudor Rd. Bradd Gartin 969-1787	6 – 90 gallon poly-carts	1 time/week	\$ 49.65	\$ 215	\$ 2580
13. Maintenance Facility (Fleet & Public Works Ops) 1971 SE Hamblen Rd. Mark Stinson 969-1873 or Shawn Graff 969-1871 **NOTE: For this location access is behind a gate. Driver must be let in between the hours of 7:00am-3:00 pm Mon- Fri	1-2 cy container with wheels	1 time/week	17.32	\$ 75	900
14. Park Construction & Operations Center 1801 NE Coneflower Robert Sanchez 969-1531	2 – 90 gallon poly-cart	1 time/week	13.05	\$ 60	\$ TV
15. Water Utility Service Center 1200 SE Hamblen Rd Mike Riley 969-1963 **NOTE: For this location access is behind a gate. Driver must be let in between the hours of 7am-3:30pm Mon-Fri	1—6cy dumpster	1 time/week	14.63	85	1020
GRAND TOTALS	FOR DEPARTMENT RECYC	LING (Lines 1-15):	\$ 222.16	Palj 2	\$ 13,249
Does your Company offer a Reba (Note: If answering Yes, prog	te Program for the above ram documentation is a	identified City Recy requirement of	cling locations? Proposal subm	ittal)	DYES DNO

Company Name F. 23/2+ 57. Address Harrison VIIIe, M. 6470 City/State/Zlp City/State/Zlp City/State/Zlp	saste	Corporation	of Missouri, LLC
City/State/Zip	Company 192	y Name E. 231	t 5十.
City/State/Zip	Address	risonville,	M. 64701
16 3803313 016 30 3111	City/Stat	e/Zlp 380 5595	8163805497
Telephone # 76-065-7707 Fax#	Telepho:	6-065770	> 7 Fax #

Carey Calbrese

Authorized Person (Print)

Signature

DISTRICT Manager

Title April 5, 2018

Date Limited Liebility Company

Entity Type:



COST FORM NO. 6C: DOWNTOWN WASTE & RECYCLING

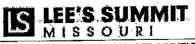
The Downtown Waste and Recycling Areas on Forms 6C may be bid solely and separate from the City Department locations on Cost Form 6A and 6B. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers for the locations identified on Cost Forms 6A, 6B and 6C.

Downtown Trash Barrels & Recycl	ing Bin Locations map at	tached as Exhibit A			
DOWNTOWN WASTE		in also EV hole for th	o Bountou	un Barrole en ac	to have
The City would like to obtain Pricing	ng on Pick Ups 4X/WK An	in also ov\wk ini ti	E DOMILLON	NII Dall Et2 20 92	to nave
options to choose from or change	ir necessary.	4 Lt Shart have no	atia managa	obio linaro Ca	ntractor ic NO
NOTE: All Downtown Waste barro	els below are City owne	d bins that have pla	istic, remov	able liners. Co	took for Disk w
responsible for providing any dow	intown waste barrels. F	lauler may NOT sel	ect their ow	n pay of the w	reek for Pick u
of Downtown Waste. Days identif	ied below for Downtow	n Waste shall be ad	hered to.		
OPTION 1—4X/WK					
LOCATION	CONTAINER QTY & SIZE	PICK UP SCHEDULE (Days identified must be adhered to)	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL COS
Downtown Barrels*	40- City Provided 30	4 times/week	\$	\$	\$
Ron Johnson 969-1860	Gallon Barrels	Saturday, Monday,	1 *		0.0
(See Exhibit A)		Wednesday & Friday	120	430	5760
•	1—City Provided 30	2 times /week	1		
Farmer's Market Parking Lot*	Gallon Barrel	Monday & Friday			
Corner of Douglas & 2 nd Intersection					
– "Mary Stacy Respite" area					1
OPTION 2—6X/WK					·
Downtown Barrels*	40- City Provided 30	6 times/week	\$	\$	\$
Ron Johnson 969-1860	Gallon Barrels	Saturday, Monday,	<u> </u>		
		Tuesday,			
		Wednesday,	100	. 1/	
		Thursday, Friday	$\mid \mathcal{P}^{\vee} \mid$	7 (2)	
Farmer's Market Parking Lot*	1City Provided 30	2 times /week) · ·	
Corner of Douglas & 2 nd Intersection	Gallon Barrel	Monday & Friday	'	1	
- "Mary Stacy Respite" area					
		64 5 4 4 4		الله من المالية	h the Cost for
<u>Note</u> : On both 4x & 6x options above, Downtown Pickup.	. Farmers Market is inclusiv	e of the Downtown K	oute ana sna	н ве іпсицев <i>ч</i> лі	n the Cost joi
DOWNTOWN RECYCLING					
NOTE: Contractor is NOT responsible	for providing the Downton	on Recycling Bins. The	ese are City o	owned Bins. Hau	ler may select
their own Day of the week for Pick up	as it pertains to Downtow	n Recycling.	•		
LOCATION	CONTAINER QTY & SIZE	PICK UP	COST PER	TOTAL	ANNUAL COS
	*	SCHEDULE	PICK UP	MONTHLY	
			•	COST	
Downtown Recycle Bins*	10 - City provided 30	1 time/week;		\$	\$
Ron Johnson 969-1860	gallon bins with		10	259.80	\$ 317.6
(See Exhibit A)	"Recycling" on them		$\rho_{\mathcal{O}}$	L> .]
					L
	L. M	c	-04 /	alabre	. T D
Waste Corporation	8: 1.(3)>8641 FT	Authorized P		ain of t	<u> </u>
Company Name 19212 51		(a.	1	·	
Harrisonville, mo	64701	Signature	+.:c+	- Mara	ser
	163805497	Title Agril	5, 2	018	
Telephone # 76 - 66 5 7 76	Fax#	Date Lim: +	ed Lia	Sility C	ompany
Tax ID No.		Entity Type:		1	- (

[&]quot;The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Revised by BC-12-19-17.

P a g e | 27

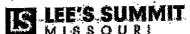


COST FORM NO. 6D: ROLL-OFF ADDITIONAL CONTAINERS

	DELIVERY FEE	HAUL RATE	DISPOSAL	DAILY RENTAL	IOM	NTHLY	ANNUAL
ITEM		(on call)	RATE	FEE	RENT	AL FEE:	RENTAL FEE
			(Per Ton)		'		ANNUAL
***			.		1 .		RENTAL FEE (Monthly Rental
				:			Fee x 12}:
4.19 20 yd Roll-Off	\$	\$	\$	\$	\$		\$
	ľ			5.00			
•	Check One Below:	300	Incl	ວ			
	☐One Time -or- ☐Per Return				<u> </u>		
3.20 30 yd Roll-Off	\$	\$	\$	\$	\$		\$
	Check One Below:	365	174	5.00			1
	Check One Delow.	282					
	☐One Time -or- ☐Per Return				<u></u>		
4.21 40 yd Roll-Off	\$	\$	\$	\$	\$		\$
	Check One Below:	405	15% Cl	5.00			
	Lneck One Below.	'''	`	,			
	☐One Time -or- ☐Per Return						
ADDITIONAL DUMPSTERS							
CONTAINER SIZE	CONTAINER PICK UP	COST PER CO	NTAINER &	TOTAL MONTH	LY COST	AN	NUAL COST
COMPARATIONEL	SCHEDULE	PICK	UP				
-	1 time/week	\$ 13.9	5	\$ 60		\$ 7	20
4.22 2 cy dumpster with wheels		15.4		60		-	
•	1 time/week 2 times/week	\$ 13.6 \$ 13.1		\$ 60 \$ 115		\$ 13	380 20
•		\$ 13.	27	\$ 115		\$ 13	380
dumpster with wheels	2 times/week 3 times/week	\$ 13.1 \$ 11.9	27	\$ 115 \$ 155		\$ 13	360 360
•	2 times/week	\$ 13.1 \$ [1.9]	27 3	\$ 115		\$ 13	380
dumpster with wheels	2 times/week 3 times/week	\$ 13.° \$ 11.9.° \$ 15.°	27 3 70	\$ 115 \$ 155 \$ 68		\$ 13	380 360 316
dumpster with wheels	2 times/week 3 times/week 1 time/week 2 times/week	\$ 13.° \$ 11.9.° \$ 15.°	27 3 70	\$ 115 \$ 155 \$ 68 \$ (30		\$ 13	380 360 316 5760
dumpster with wheels	2 times/week 3 times/week 1 time/week	\$ 13.° \$ 11.9.° \$ 15.°	27 3 70 2)	\$ 115 \$ 155 \$ 68		\$ 13	380 360 316
dumpster with wheels	2 times/week 3 times/week 1 time/week 2 times/week	\$ 13.° \$ 11.9. \$ 15.° \$ 15.° \$ 14.	27 3 70 7) 47	\$ 115 \$ 155 \$ 68 \$ 130 \$ 188		\$ 13 \$ 19 \$ 2 \$ 1.	380 360 316 5760 2576
dumpster with wheels 4.23 4 cy dumpster	2 times/week 3 times/week 1 time/week 2 times/week 3 times/week	\$ 13. \$ 11.9 \$ 15. \$ 15. \$ 14.	27 3 70 7) 47	\$ 115 \$ 155 \$ 68 \$ 130 \$ 188 \$ 80		\$ 13 \$ 19 \$ 2 \$ 2 \$ 9	380 360 316 560 256
dumpster with wheels 4.23 4 cy dumpster	2 times/week 3 times/week 1 time/week 2 times/week 3 times/week	\$ 13. \$ 11.9 \$ 15. \$ 15. \$ 14.	27 3 70 7) 47	\$ 115 \$ 155 \$ 68 \$ 130 \$ 188 \$ 80 \$ 155		\$ 13 \$ 19 \$ 2 \$ 2 \$ 7	380 360 316 5760 2576
dumpster with wheels 4.23 4 cy dumpster	2 times/week 3 times/week 1 time/week 2 times/week 3 times/week	\$ 13. \$ 11.9. \$ 15.6 \$ 14. \$ 16.6	27 3 70 7) 47 47 89	\$ 115 \$ 155 \$ 68 \$ 130 \$ 188 \$ 80		\$ 13 \$ 19 \$ 2 \$ 2 \$ 2 \$ 2	380 360 316 560 256
dumpster with wheels 4.23 4 cy dumpster	2 times/week 3 times/week 1 time/week 2 times/week 3 times/week 1 time/week 2 times/week	\$ 13.° \$ 11.9. \$ 15.° \$ 15.° \$ 14. \$ 18.° \$ 17.	27 3 70 7) 47 89	\$ 115 \$ 155 \$ 68 \$ 130 \$ 188 \$ 80 \$ 155		\$ 13 \$ 19 \$ 19 \$ 10 \$ 2 \$ 2 \$ 2	380 360 316 560 256 860
dumpster with wheels 4.23 4 cy dumpster 4.24 6 cy dumpster	2 times/week 3 times/week 1 time/week 2 times/week 3 times/week 2 times/week 3 times/week	\$ 13. \$ 11.9. \$ 15.6 \$ 15.6 \$ 14. \$ 16.9	27 3 70 7) 47 47 89 73	\$ 115 \$ 155 \$ 68 \$ 130 \$ 188 \$ 80 \$ 155 \$ 220		\$ 13 \$ 19 \$ 1 \$ 2 \$ 2 \$ 2 \$ 2 \$ 1	360 360 316 560 .256 60 860

[&]quot;The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

P a g e | 28



ADDITIONAL POLYCARTS ((AS NEEDED)		•	
CONTAINER SIZE	CONTAINER PICK UP SCHEDULE	COST PER CONTAINER & PICK UP	TOTAL MONTHLY COST	ANNUAL COST
65 gallon poly-cart	1 time/week	\$ 6.00	\$ 26	\$ 312
	· 2 times/week	\$ 9.23	\$ 40	\$ 480
90 gallon poly-cart	1 time/week	\$ GOONO	\$ 40 100	\$ 100
-	2 times/wesk	\$ NO	\$ 80 NO	\$ 100
96 gallon poly-cart	1 time/week	\$ 6.00	\$ 26	\$ 312.
	2 times/week	5 9.23	\$ 40	\$ 480
ADDITIONALINFORMATIC)N	<u></u>	J.,,,,,	
s the Cost provided on C	ost Forms A, B & C tax ex	empt per the City of Lee's	Summit's State of	⊠yes □no
Missouri tax exempt status as stated under Section 9.0 Invoices, Payment & Sales Tax, paragraph c? If you answered "No" to the question posed in above, does the cost provided above include any and INO all applicable taxes as stated under Section 9.0 Invoices, Payment & Sales Tax, paragraph c?				
Please indicate if your Company is a licensed Hauler through the City of Lee's Summit, Missouri as Der Lee's Summit, Missouri, Code of Ordinances, Chapter 25, Solid Waste, Article II. License, Section 2.3.				2XIyes ∐no
During the course of the agreement term, the using departments may need to order additional				
f applicable, State over	applicable, State overflow charge incurred on a per pickup basis:			
itate charge per bag liner, if applicable, to be placed by awarded Contractor inside of a 30 galion \$ N/A _/barrel parrel located downtown (This is optional for the City):				
Please state Contact Na	me, email address and pl	hone number of individuation award of this contract	al within your firm that w t.	ill be responsible for
Don Cartwright 816-380-5595 doa	artwright@wcamerica.	.com		
Please state hours and <u>[</u> provided:	DAYS OF THE WEEK that:	service is available. Pleas	e list any holiday of which	h service will NOT be
4 a.m. to 5 p.m. Monday through Friday 4 a.m. to 1 p.m. Saturdays Holidays: Thanksgiving, Christmas Mew Year's Day – route will run 1 day late				

Waste Corporation of Missouri, LLC		Carey Calabrese		
Company Name 19212 E. 231st St.		Auxhorized Person (Print)		
Address Harrisonville, MO 64	4701	Signature District Manager		
City/State/Zip 816-380-5595	816-380-5497	Title April 5, 2018		
Telephone # 76-0657707	, Fax#	Date Limited Liability Company		
Tay (f) 810		Entity Type:		

[&]quot;The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

Page [29]

ADDITIONAL PAGE ADDED TO THE ORIGINAL RFP DOCUMENT SHALL BE AS FOLLOWS:

The Following Section shall be completed in full and added BEHIND Page 29 of the Original RFP document. This page shall become a part of Cost Forms 6D and identified as Page 29A.

ADDITIONAL PA	AGE 29A
BULK ITEMS/SPECIAL PICK-UPS	
Respondents should indicate below any bulk items that coul	d warrant a special pick up. In addition, Respondents shall
identify a pricing structure below for Special Pick Ups (i.e., fu	rniture)
BULK ITEM CATEGORY	COST PER PICK UP
·	(to include any & all applicable fees)
	\$
FURNETURES	50 5
	\$
<u> </u>	
	\$
•	
	\$
APPLYANCES FREE OF FREON	\$ 2500
	\$
	\$
	\$
	\$
items:	
Described its below any probibited items that will M	OT be hauled on a special pick up OR a normal pick up by the
Hauler: NO POPLARNOSS WITH PEFRAGORANT NO CONTEGNOSSES CALUFOS PB:	NOT EVIZACIED
	BROWN DALL OR BRANKIS
NO CONTAGNORISCOO CALUSOS PB:	Address & Comment of the Comment of
NO B-WASTE	
NO TARES	
NO BATTERIES	
NO BRUSH / TREE STUMPS	
Please identify how to notify your entity of a Special/Bulk Ite	m Pick Up Request:
EMPSI Selling @ weamerica.	
OR KMESSICK & weamerich, c	om
Please indicate how many business days after Notification, the	ne Special/Bulk Item Pick Up Request will be serviced:
UP TO 48 HAS AFTER NOTEFER	THOM.

Addendum Number 1
Page 2 of 3



Required Documents



20.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider, e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009
County of Cass)
) 55.
State of Missouri)
My name is Carey Calbrese am an authorized agent of Waste Corporation of Missouri, LLQ "Bidder"). Bidder is enrolled and participates
in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri.
Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.
Bidder shall not knowingly employ or contract with an illegal allen to perform work for the City of Lee's Summit, Missouri or enter into a
contract with a subbidder that knowingly employs or contracts with an illegal alien.
CONTract With a supplicater that kindwingly employs or contracts which will make the contract with a supplicate that kindwingly employs or contract with a supplicate that kindwingly employs or contract with a supplication of the contract with a s
ACCOUNT
Affiagt /
Carey Calabrese
Printed Name
Subscribed and sworn to before me this 4th day of April 20/8.
Patricia Ann Wenier - Muones
Notary Public
PATRICIA ANN MEUNIER-MUENKS Notary Public - Notary Seal State of Missouri, Jackson County Commission # 96451820 My Commission Expires Mar 13, 2020

^{*}The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust.*

Revised by BC-12-39-17.

Page | 13





Company ID Number: 40635 Client Company ID Number: 297548

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), <u>WCA Management Company, L.P.</u> (Employer), and <u>LawLogix Group, Inc.</u> (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form 1-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

- SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- SSA agrees to provide the Employer and Designated Agent appropriate assistance
 with operational problems that may arise during the Employer's participation in EVerify. SSA agrees to provide the Designated Agent with names, titles, addresses,
 and telephone numbers of SSA representatives to be contacted during the E-Verify
 process.

E-Verify.



Company ID Number: 40635 Client Company ID Number: 297548

- 3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and 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).
- 4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
- 5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

- After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS
 agrees to provide the Employer (through the Designated Agent) access to selected
 data from DHS's database to enable the Employer (through the Designated Agent) to
 conduct, to the extent authorized by this MOU:
 - · Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
- 2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated 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 Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
- 4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

E-Verify.



Company ID Number: 40635 Client Company ID Number: 297548

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

- 5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
- 6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
- 7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
- 8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
- 3. 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 Designated Agent.
- 4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

E-Verify.



Company ID Number: 40635 Client Company ID Number: 297548

- 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 1-888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
- 5. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identify documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the Identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized allen in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
- 6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the



Company ID Number: 40635 Client Company ID Number: 297548

period of unavailability. In all cases, the Employer (through the Designated Agent), must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

- 7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employer's must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.
- 8. The Employer (through its Designated Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 9. 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(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless



Company ID Number: 40635 Client Company ID Number: 297548

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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

- 10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).
- 11. 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.
- 12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU 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 PINS 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.
- 13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA 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)), and that 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.
- 14. The Employer agrees to cooperate with DHS and SSA in their compliance



Company ID Number: 40635 Client Company ID Number: 297548

monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

- 1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.
 - Federal contractors already enrolled at the time of a contract award: b٠ 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate 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. Institutions of higher education, State, local and tribal governments and



Company ID Number: 40635 Client Company ID Number: 297548

sureties: 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 pursuant to 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. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.

- d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article ILC.4. the employee's work authorization has not expired, and 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 stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and upto-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.



Company ID Number: 40635 Client Company ID Number: 297548

2. 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.

E. RESPONSIBILITIES OF THE DESIGNATED AGENT

- The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
- 2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
- The Designated Agent agrees that any Designated Agent Representative who will
 perform employment verification queries will complete the E-Verify Tutorial before
 that individual initiates any queries.
 - A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.
- 4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
- 5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
- 6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.
- The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon





Company ID Number: 40635 Client Company ID Number: 297548

reasonable notice, to review Forms I-9 and other employment records 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.

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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
- 2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
- 4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

- If the Employer receives a tentative nonconfirmation issued by DHS, the Employer
 must print the tentative nonconfirmation notice as directed by the automated system
 and provide it to the employee so that the employee may determine whether he or
 she will contest the tentative nonconfirmation.
- 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the



Company ID Number: 40635 Client Company ID Number: 297548

photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
- 5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.
- The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the Designated Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).
- 7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V





'Company ID Number: 40635 Client Company ID Number: 297548

PARTIES

- This MOU is effective upon the signature of all parties, and shall continue in effect for as A. long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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 employers to take mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor falls to provide such notice, that Employer will remain a participant in the E-Verify program, 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.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is 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 Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. 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 Designated Agent, the Employer, or their agents, officers, or employees.
- E. 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 Designated 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 Designated Agent or the Employer.



Company ID Number: 40635 Client Company ID Number: 297548

- F. 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).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the Designated Agent.

WCA Management Company, L.P. (Employer) hereby designates and appoints LawLogix Group, Inc. (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out WCA Management Company, L.P. (Employer) responsibilities under the MOU between the Employer, the Designated Agent, and DHS.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

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





Company ID Number: 40635 Client Company ID Number: 297548

Approved by:	
Employer WCA Management Company, L.P.	
Michael A. Roy	Vice President
Name (Please Type or Print)	Tillo
Mule CADD	1-19-10
Signature	Date
Designated Agent LawLogix Group, inc.	
Ronnie Ho	
Name (Please Type of Print)	7 (C)
	, 101/19/2010
Electronically Signed Signature	Date
Department of Homeland Security – Verification) Division
Lepecca L. Green	Desotiz Branch Chief B-Ver. Fr
Namo (Ploase Type of Print)	Title
	-1119110
Signalia de Contra de Cont	Date





Company ID Number: 40635 Client Company ID Number: 297548

Information Required For the E-Verify Designated Agent Program

Company Name:	WCA Management Cor	npany, L.P.		
ompany Facility Address:	One Riverway, Suite 14	00		
	Houston, TX 77056			
County or Parish:	HARRIS			
Employer Identification Number:	760700073			
North American Industry Classification Systems Code:				
	WCA Waste Corporation	in.		



2018 SOLID WASTE HAULER LICENSE

GRANTED TO: Town

Town & Country Disposal/WCA

PO Box 10

Harrisonville, MO 64701

Subject to the provisions of all Ordinances now in force and that may hereafter be passed by the City of Lee's Summit, Missouri. Date Issued: January 31, 2018

Expires:

December 31, 2018

Issued by: (signature)

Solid Waste Superintendent

Mailing Address:

Town & Country Disposal Attn: Kevin O'Brien PO Box 10 Harrisonville, MO 64701 STATE OF MISSOUR



John R. Ashcroft Secretary of State

CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

WASTE CORPORATION OF MISSOURI, LLC

using in Missouri the name

WCA of Missouri, LLC FL001415520

a DELAWARE entity was created under the laws of this State on the 2nd day of February, 2016, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 30th day of August, 2017.

Certification Number: CERT-08302017-0030



Holder Identifler

ACORD

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(les) 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).

	<u> </u>						
PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	Inc.	CONTACT NAME: PHONE (A/C, No. Ext):	(865) 283-7122	FAX (A/G. No.); (800)	363-0105		
		E-MAIL ACDRESS:					
			insurer(s) affording coverage				
Insured		INSURER A:	Zurich American Ir	16535			
WCA Waste Corporation 1330 Post Cak Bivd. 3Oth Floor Houston TX 77056 USA		INSURER B:	Lexington Insuranc	19437			
		INSURER C:	Commerce & Industr	19410			
		INSURER DI	New Hampshire Ins	23841			
		INSURER E:	Lloyd's Syndicate	AA1128623			
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 5700677113	11312 REVISION NUMBER:					

COVERAGES CERTIFICATE NUMBER: 570067711312 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. Limits shown are as requested

NSR	TYPE OF INSURANCE	ADDI SU INSD W		POLICY EFF (MAEDDAYYYY)	MANDD/YYYY)	LIMIT	3
В	X COMMERCIAL GENERAL LIABILITY		014180816	08/01/2017	08/01/2018	EACH OCCURRENCE	\$1,000,000
:	CLAIMS-MADE X OCCUR		SIR applies per policy ter	his & condi	tions	DAMAGE TO RENTED PREMISES (Ea occurrance)	\$300,000
						MED EXP (Any one person)	Excluded
					1	PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		1		ŀ	GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- Loc					PRODUCTS - COMPJOP AGG	\$2,000,000
	OTHER:						
D	AUTOMOBILE LIABILITY		CA 2820280	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	X AUTO		7E	ĺ		BODILY INJURY (Per person)	
	OWNED SCHEDULED		•		ļ	BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY			1		PROPERTY DAMAGE (Per accident)	
				L			
C	X UMBRELLA LIAB X OCCUR		014744675	08/01/2017	08/01/2018	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
	DED X RETENTION \$10,000		1				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC019962101	08/01/2017	08/01/2018	X PER STATUTE ER	•
	ANY PROPRIETOR / PARTNER / EXECUTIVE AL	NIA	AOS			E.L. EACH ACCEDENT	\$1,000,000
	(Mandatory In NH)	W/A				E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000
	"	1					
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1000	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES MOOD	D 161 Additional Damade Sabadula musika	attached If mare	enaco le regulto:	<u> </u>	

Evidence of Insurance

CERTIF	CATE	HOL	DER

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.

WCA Waste Corporation 1330 Post Oak Blvd.,30th Floor Houston TX 77056 USA

AUTHORIZED REPRESENTATIVE

Aon Rish Services Southwest Inc