



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
REQUEST FOR QUOTATION (RFQ)

RFQ NO.: CFLBC0415B

TITLE: Boonville Landfill Cash Farm Lease – (Hay)

ISSUE DATE: June 12, 2015

BID CONTACT: Amy Spray

PHONE NO.: (573) 526-5791

E-MAIL: Amy.Spray@oa.mo.gov

RETURN BID NO LATER THAN: June 26, 2015 at 1:30 p.m.

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DFMD C office (301 W High Street, Room 730) by the return date and time.

(U.S. Mail)
RETURN BID TO: OFFICE OF ADMINISTRATION
DFMDC
PO BOX 809, ROOM 730
JEFFERSON CITY MO 65102-0809

or

(Courier Service)
OFFICE OF ADMINISTRATION
DFMDC
301 WEST HIGH STREET, ROOM 730
JEFFERSON CITY MO 65101

CONTRACT PERIOD: July 1, 2015 through December 31, 2015, with four one-year renewals, January 1, 2016 through December 31, 2019

PROPERTY ADDRESS:

Boonville Correctional Center / Old City Landfill
East Morgan Street
Boonville, Missouri

The bidder hereby declares understanding, agreement and certification of compliance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation (RFQ). The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized Notice of Award signed and issued by an authorized official of the State of Missouri; a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of cash farm lease services as set forth herein.

1.2 Background Information:

- 1.2.1 Attachment 1 is a site plan of the property outlined near the Boonville Correctional Center. Formerly the site of the Boonville City Landfill, it contains approximately 73 acres.
- 1.2.2 Interested bidders are encouraged to visit the farmland prior to submitting a bid. Bidders may contact John Scott at (573) 522-2905 to schedule an appointment to view the area. The Office of Administration, Division of Facilities Management, Design and Construction does not guarantee exact acreage of tracts of land and encourages the bidder to establish knowledge of the acreage to their own satisfaction.
- 1.2.3 Other than questions regarding the farmland, all questions regarding this RFQ and/or the competitive bid process must be directed to Amy Spray at (660) 526-5791 or Amy.Spray@oa.mo.gov.
- 1.2.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Quotation.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall function as a cash lessee for the Office of Administration, Division of Facilities Management, Design and Construction, Real Estate Services (hereinafter referred to as the state agency), at the Boonville Correctional Center / Old City Landfill located in Boonville, Missouri, in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.
- 2.1.3 The contractor shall understand and agree that the state agency shall delineate the boundaries of the fields which the contractor may use as hay ground.
- 2.1.4 The state agency estimates that there are approximately 73 acres of grass hay ground at the. However, the State of Missouri does not guarantee exact acreage of tracts of land. Attachment #1 provides an aerial view of the grass hay ground and surrounding area.
- 2.1.5 If the contractor has indicated agreement on the Pricing Page, the contractor shall function as a cash lessee as described herein pursuant to the provisions and requirements of the contract.

2.2 Performance Requirements:

- 2.2.1 The contractor shall access the leased property only through approved areas designated by the on-site contact, John Scott, Department of Corrections.
- 2.2.2 The contractor shall keep the gate to the leased property locked when the site is not occupied. If harvesting operations are to be outside normal business hours of 7:30am to 4:30pm, Monday through Friday, prior arrangements shall be made through the on-site contact.
- 2.2.3 The contractor must submit to the state agency for approval, prior to admittance, a list of personnel to be allowed access to the leased property.
 - a. The state agency reserves the right to approve or disapprove any personnel proposed on the list.
 - b. All personnel admitted to the leased property must carry an identification card that contains a photograph while on the leased property.
- 2.2.4 The contractor shall mow and bale areas that are mutually agreed to between the on-site contact and the contractor.
 - a. In the leased property, the contractor shall understand and agree that only hay crops are allowed. No corn may be grown on the site.
- 2.2.5 The contractor shall provide two cuttings per year, at times determined by the contractor with the approval of the on-site contact.
 - a. The contractor shall remove the hay bales from the property within ten (10) days of each cutting.
- 2.2.6 The contractor shall utilize both an appropriate fertility program and an appropriate pesticide program. The contractor's fertility program shall maintain the leased land's current level of fertility, applying an amount that the crops will use.
 - a. The land shall be fertilized by broadcast method. No knifing fertilizer under the ground surface shall be allowed as penetration of the cover may result. Maintenance of the grounds must be in accordance with the Missouri Department of Natural Resources Solid Waste Management Program.
 - 1) Attachment 2 provides information concerning proper uses and maintenance of closed landfills. Acceptable Uses of Closed Landfill and Maintaining a Closed Landfill documents are from the Solid Waste Management Program, issued by the Missouri Department of Natural Resources.
 - b. The scope of both the fertility program and the pesticide program shall be mutually agreeable to both the contractor and the on-site contact. The contractor shall submit a fertilization proposal to the on-site contact in advance of application. In the event of disagreement by the contractor and the Agribusiness Manager, the state agency may consult the University of Missouri College of Agriculture for guidance. In the event of a disagreement, the decision of the state agency shall be final and without recourse.
 - c. The contractor shall submit to the on-site contact, the scale tickets for all crops removed from the area. The contractor shall also submit scale tickets or sales receipts for all fertilizer, lime, and pesticides, indicating the fields where applied and their application rates.
 - d. The contractor shall submit to the on-site contact, the soil test results for all fields, indicating the necessary requirements for the elements nitrogen, potassium, and phosphorus, and for the mineral lime. Soil fertility must be maintained equivalent to the fertility at the time of contract award.

- 2.2.7 The contractor may sign up for United States Department of Agriculture (USDA) Programs, if available. The contractor must report USDA crop acres prior to established deadlines.
- a. The contractor shall be responsible for complying with all USDA regulations and will receive all USDA benefits applicable.
- 2.2.8 The contractor shall not alter, take down, or make new openings to the perimeter of the area's fencing. However, if the contractor is of the opinion that additional access is needed through the area's perimeter fencing, the contractor shall request the state agency's concurrence. If the state agency determines that access through the area's perimeter fencing is needed, the on-site contact shall provide such access.
- 2.2.9 The contractor shall not construct any permanent structure on the leased property.
- a. The contractor shall not construct any temporary structure or advertisement on the leased property without prior written consent of the state agency.
- 2.2.10 The contractor shall adhere to all administrative rules and security regulations as promulgated by the Division of Facilities Management, Design and Construction.
- 2.2.11 The contractor shall not allow trespassing, hunting, or the use of firearms on the leased property.
- 2.2.12 The contractor shall not engage in practices that are detrimental to the leased property including, but not necessarily limited to:
- a. Cutting or allowing any timber to be cut on the leased property;
 - b. Conducting mining operations;
 - c. Removing sand, gravel, or any similar material from the leased property;
 - d. Committing waste of any kind; and
 - e. Substantially changing the contour or condition of the leased property, except for those changes which are required in order to accomplish soil and water conservation measures.
- 2.2.13 The State of Missouri shall not be responsible for any losses, should they occur, due to vandalism, theft, or acts of nature.
- 2.2.14 The contractor shall control noxious weeds in accordance with applicable sections of the State of Missouri Revised Statutes, specifically Chapter 263.
- 2.2.15 The contractor shall understand and agree that the state agency reserves the right to enter the leased property at any time for the purpose of fulfilling security responsibilities.
- 2.2.16 The contractor shall understand and agree that state agency personnel shall periodically inspect the leased property to ensure compliance with all provisions and requirements of the contract.
- 2.2.17 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.3 Other Requirements:

- 2.3.1 Within the last 120 days of the contract, the Division of Facilities Management, Design and Construction may obtain bids for the following year's Cash Farm Lease contract. In the event the current contractor is not the successful contractor for the following year, the current contractor shall agree and understand that the new contractor shall have access to the land for fall tillage and/or seeding of crops immediately after the current contractor completes harvest of the current contractor's crops.

- 2.3.2 In order to accommodate potential changing needs of the State of Missouri, the state agency reserves the right to add access to or delete acreage from a particular parcel of land up to ten percent (10%) of the parcel's total acreage. The dollar value per acre added to or deleted from the total contract price shall be a proration of the current contract price, as stated on the Pricing Page.

2.4 Payment Requirements:

- 2.4.1 The contractor shall make payment to the state agency for land leased in accordance with the following payment schedule:

- a. 100% of the total payment for the initial contract period as stated on the Pricing Page shall be due at the beginning of the contract, to be paid no later than **July 15, 2015**.
- b. Fifty percent (50%) of the total annual payment as stated on the Pricing Page shall be due by **January 1st** and the remaining fifty percent (50%) of the total annual payment shall be due by **June 30th** for each contract renewal period as stated on the Pricing Page.

- 2.4.2 The contractor shall make all payments in the form of a check made payable to Office of Administration, Division of Facilities Management, Design and Construction. However, the state agency reserves the right to require the payment be submitted in the form of certified check, cashier's check, money order, or cash.

- 2.4.3 The contractor shall submit payments to the following address:

Office of Administration,
Division of Facilities Management, Design and Construction
Attn: Real Estate Services – CFLBC0415B - Farm Lease (Hay)
301 West High Street, Room 730
PO Box 809
Jefferson City, Missouri 65102

- 2.4.4 The contractor shall pay the entire annual lease price regardless of the contractor's ability to harvest hay on the premises except on those farmable portions of the premises where the state agency or its employees knowingly and intentionally interfere with hay production.

- 2.4.5 The contractor shall pay reasonable compensation to the state agency for any damage(s) to the leased property caused by the contractor.

- a. In the event damage occurs to the leased property is caused by the contractor, the contractor shall:
 - 1) Notify John Scott, Department of Corrections, for an opportunity to perform any of the repair work.
 - 2) Obtain, at a minimum, three (3) cost estimates from qualified entities to return the damaged property to the original condition.

2.5 Other Contractual Requirements:

- 2.5.1 Contract: A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the bidder's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Division of Facilities Management, Design and Construction indication of acceptance of the response (bid) by "Notice of Award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.

- a. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- b. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Facilities Management, Design and Construction. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.5.2 Contract Period: The original contract period shall be as stated on page 1 of the Request for Quotation (RFQ). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Facilities Management, Design and Construction 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 Division of Facilities Management, Design and Construction 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 this document.
- 2.5.3 Renewal Periods - If the option for renewal is exercised by the Division of Facilities Management, Design and Construction, the contractor shall agree that the prices for the renewal period shall be as stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.5.4 Termination – Office of Administration, Division of Facilities Management, Design and Construction reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 2.5.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.5.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

- 2.5.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.
- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
 - c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - d. The contractor shall only subcontract services such as mowing, fertilizing, etc. The contractor shall not subcontract out the lease of the land.
- 2.5.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Facilities Management, Design and Construction throughout the effective period of the contract.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.
- 3.1.2 Open Records - The bid shall be considered an open record after the bids are opened pursuant to Section RSMo 610.021. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit information if it is not included with the bid. The bidder's failure to include completed Exhibits, forms, and other requested or required information with the bid, including Pricing and Renewal information, may adversely affect the bid.
- 3.1.4 Questions Regarding the RFQ - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments

regarding the RFQ, the evaluation, etc., to Amy Spray, Division of Facilities Management, Design and Construction.

- a. Amy Spray may be contacted via e-mail or phone as shown on the first page, or via facsimile to (573) 526-4138.
- b. Bidders are advised that any questions received less than five calendar days prior to the RFQ opening date may not be answered.

3.2 Evaluation Process – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the highest responsible and reliable bidder.

3.2.1 High Bid Determination:

Objective Evaluation of Cost – The objective evaluation of cost shall be based upon the total of the annual lease prices quoted for the original period and each renewal option period.

- 1) Cost points shall be computed utilizing the total cost determined from above, using a scale of 100 possible points, and the following formula:

$$\frac{\text{Compared Bidder's Price}}{\text{Highest Responsive Bidder's Price}} \times 100 = \text{Cost evaluation points}$$

3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may adversely affect the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should complete Exhibit A with information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this RFQ.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Facilities Management, Design and Construction may request that the bidder identify one or more references. The Division of Facilities Management, Design and Construction must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder 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 bidder shall provide documentation of compliance upon request by the Division of Facilities Management, Design and Construction. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

- 3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the RFQ will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required.
- 3.3 **Contract Award:** The contract will be awarded to the highest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

- 4.1 Annual Lease Price** - The bidder shall provide a firm, fixed price for the following for the original contract period and a minimum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this RFQ. All costs associated with providing the required services shall be included in the stated prices.

(Boonville Correctional Center / Old City Landfill - Approx. 73 ACRES - Hay)		
Line 001	Original Contract Period July 1 – December 31, 2015	\$_____ Firm, fixed annual lease price
Line 002	First Renewal Period January 1 – December 31, 2016	\$_____ Firm, fixed annual lease price
Line 003	Second Renewal Period January 1 – December 31, 2017	\$_____ Firm, fixed annual lease price
Line 004	Third Renewal Period January 1 – December 31, 2018	\$_____ Firm, fixed annual lease price
Line 005	Fourth Renewal Period January 1 – December 31, 2019	\$_____ Firm, fixed annual lease price

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

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

- 4.3 Employee/Conflict of Interest** - Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

EXHIBIT A**PRIOR EXPERIENCE**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder Name or Subcontractor Name: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
TERMS AND CONDITIONS – REQUEST FOR QUOTATION

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Facilities Management, Design and Construction (DFMDC)**.
- b. **Amendment** means a written, official modification to a RFQ or to a contract.
- c. **Attachment** applies to all forms which are included with a RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the RFQ for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to a RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- f. **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.
- g. **Contractor** means a person or organization who is a successful bidder as a result of a RFQ and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a RFQ for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- i. **Request for Quotation (RFQ)** means the solicitation document issued by the RFQ to potential bidders for the services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DFMDC.
- n. **Shall** have the same meaning as the word **must**.
- o. **Should** mean that a certain feature, component and/or action are desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DFMDC if any language, specifications or requirements of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DFMDC, unless the RFQ specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than ten calendar days prior to the RFQ opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DFMDC in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DFMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The DFMDC reserves the right to officially amend or cancel a RFQ after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.

- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of a RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DFMDC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph.
- f. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

Delivered bids must be sealed in an envelope or container, and received in the DFMDC office located at 301 West High St. Room 730 in Jefferson City, MO no later than the exact opening time and date specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the DFMDC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DFMDC office (address listed above) no later than the exact opening time and date specified in the RFQ.

The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) The official opening date and time. Different bids should not be placed in the same envelope.

A bid which has been delivered to the DFMDC office may be modified or withdrawn by signed, written notice which has been received by the DFMDC prior to the official opening date and time specified. A bid may also be modified or withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify or withdraw a bid shall not be honored.

Bidders delivering a hard copy bid to DFMDC must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

Faxed bids shall not be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the RFQ document. Names, locations, and prices of respondents shall be read at the bid opening.
- b. Bids which are not received in the DFMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened.

7. PREFERENCES

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

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DFMDC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the highest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ.
- e. In the event all bidders fail to meet the same mandatory requirement in a RFQ, DFMDC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DFMDC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DFMDC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DFMDC may negotiate for the required provisions.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DFMDC to the successful bidder. The DFMDC reserves the right to make awards in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DFMDC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award.
- n. The final determination of contract award(s) shall be made by DFMDC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DFMDC's acceptance of the response (bid) by "Notice of Award". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.

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

10. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

11. REMEDIES AND RIGHTS

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

12. COMMUNICATIONS AND NOTICES

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

13. BANKRUPTCY OR INSOLVENCY

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

14. INVENTIONS, PATENTS AND COPYRIGHTS

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

15. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

16. AMERICANS WITH DISABILITIES ACT

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

17. FILING AND PAYMENT OF TAXES

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

18. TITLES

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

Boonville Correctional Center / Old City Landfill
Boonville (Cooper County), Missouri
Hay Land



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



Missouri Department of Natural Resources

Acceptable Uses of a Closed Landfill

Solid Waste Management Program

10/2011

The Solid Waste Management Program regulates the operation and maintenance of both actively operating and closed landfills in Missouri. This oversight is necessary due to the potential for landfills, if not properly maintained, to have a negative impact upon public health and safety or the environment. Because of this potential, the Solid Waste Management Program is authorized to regulate the use of the permitted landfill property. This fact sheet is written to provide general information to anyone who desires to change the approved post-closure use of their landfill.

Once landfills cease accepting waste, both the landfill owner and operator may be required to perform actions to properly close the landfill. These actions are taken in accordance with the Missouri Solid Waste Management Law and Regulations and the landfill's approved closure plan. Closure activities include construction of a composite cap over the waste, consisting of soil and since 1994, a geotextile liner over the waste to reduce the amount of infiltration into the waste below. Vegetation is then established over the soil/geotextile cap and documentation is submitted to the Solid Waste Management Program describing locations and depths of waste, the location of the existing environmental control systems and any planned future use of the site. After the landfill owner has filed the approved submittals with the county recorder of deeds, the Solid Waste Management Program approves closure of the landfill in writing and the landfill's post-closure period begins.

Once the landfill's post-closure period begins, maintenance, care and activities on the landfill are governed by the Missouri Solid Waste Management Law and Regulations and the landfill's approved post-closure care plan. Although more recently closed landfills were also required to set aside monetary funds for potential problems during a specified time during the post-closure care period, those who own landfills are required to maintain and care for their landfills until the landfill no longer poses a potential threat to public safety or the environment. The length of this period varies with each landfill and is not easily quantifiable—there are numerous examples of landfills that have caused public safety concerns and/or environmental problems past the standard 20- or 30-year post-closure care periods.

Under Title 10 of the Code of State Regulations, Division 80, Chapter 2.010 (10 CSR 80-2.010), post-closure care is defined as the maintenance and monitoring performed after closure to prevent or minimize existing or potential health hazards, public nuisance, or environmental pollution and in accordance with the terms of the landfill's permit and the Missouri Solid Waste Management Law and Regulations. Therefore, any proposed reuse of the landfill property must not conflict with the landfill's post-closure care which is set out in the landfill's post-closure care plan and the Missouri Solid Waste Management Law and Regulations. The Solid Waste Management Program has

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observed numerous landfill sites which were subjected to poorly planned and implemented uses, in some cases creating public safety hazards, resulting in damage to the landfill, and costly corrective actions to repair the damage and prevent recurring problems. In order to prevent conflicts with the landfill's post-closure plan or the Missouri Solid Waste Management Law and Regulation and future problems, a change of use proposal must be submitted to the Solid Waste Management Program to address the considerations provided below.

Considerations when Planning a Change of Use Proposal

When considering a possible change to a landfill's approved post-closure use, there are numerous variables to consider:

- a) Protection of the landfill cap. Any planned reuse of the landfill shall be one that does not damage the landfill's composite cap. Damage to the cap increases infiltration into the waste which in turn increases the generation of decomposition products such as leachate and landfill gas. Therefore, grazing of livestock or cultivation of row crops is not allowed on landfills, but the cultivation and cutting of hay is an approved use.
- b) Methane gas generation and migration. Methane and other trace gases are generated during waste decomposition. In low concentrations, methane is explosive and at higher concentrations it may displace oxygen, creating a risk of asphyxiation. Hydrogen sulfide, also generated during decomposition, may cause an asphyxiation risk. Because many variables influence the amount of the gases generated on-site, the distances they may migrate through the soil or nearby utility lines and their accumulation in confined spaces, the Solid Waste Management Program is extremely conservative and protective in its review of any landfill reuse proposal. This is to ensure that the proposal does not expose the public to the hazards of these gases. Any proposal for the construction of enclosed structures on the landfill property must ensure that these gases will be controlled and not cause hazards to the occupants of the structures.
- c) Differential settlement of waste. Depending upon how much decomposition occurs in the waste, the waste material breaks down and settles at differing rates, creating instability and causing the soil above the waste to settle. This results in the creation of dips and depressions over the surface of the landfill. Because of this occurrence and the potential for the landfill gas hazards identified above, the Solid Waste Management Program does not approve the building of any enclosed structures over waste on a landfill. This phenomenon may also impact open structures or utility lines installed over landfills.
- d) Existing environmental monitoring or control systems. For landfills with environmental monitoring or control systems in place during the post-closure care period, these systems must be protected from access to, interference by, or damage from interaction with those using the landfill property. Proposals for reuse of the landfill must include provisions to ensure protection of these systems.

Submission of a Change of Use Proposal

If you are interested in submitting a proposal to amend the approved use of a landfill, the Solid Waste Management Program recommends you contact them to review all the plans, files and information available about the landfill property. This will enable you to have a greater knowledge and deeper understanding of the restrictions and limitations that will be placed upon any reuse of the property. Landfills are issued a solid waste disposal area permit when they are constructed. Therefore, the landfill owner is considered the permittee, even after the landfill is closed. Any change an owner makes (or allows to be made) to a closed landfill, that was not included in the approved post-closure plan, is a modification to the landfill's permit. The modification(s) request

must be formally submitted by the landfill owner to the Solid Waste Management Program and approved prior to making the modification(s) to the permitted property. Title 10 of the Code of State Regulations, Division 80, Chapter 2.020, Subsection 4(A) (10 CSR 80-2.020(4)(A)) includes a list of documents and information required to be submitted to the Solid Waste Management Program with a permit modification request. The owner should also be aware that Title 10 of the Code of State Regulations, Division 80, Chapter 2.030, Subsection 3 (10 CSR 80-2.030(3)) prohibits anyone from excavating, disrupting, or removing waste from a landfill without prior Solid Waste Management Program approval. This requirement applies both to permitted and unpermitted solid waste disposal areas.

The Solid Waste Management Program understands the desire for a property to have a sustainable future use. However, a desire to reuse a property which contains a landfill must be tempered with a comprehensive understanding of general landfill decomposition processes and the knowledge of site-specific factors that impact or influence these processes. The final determination of the reuse of a landfill property is governed by the mandate that the reuse be conducted in such a way that protects public health and safety and the environment.

For More Information

Missouri Department of Natural Resources
Solid Waste Management Program
P.O. Box 176
Jefferson City, Missouri 65102-0176
800-361-4827 or 573-751-5401 phone
573-526-3902 fax
www.dnr.mo.gov/env/swmp/index.html



Maintaining a Closed Landfill

Permitted solid waste disposal areas (landfills) in the State of Missouri are regulated by the Missouri Department of Natural Resources' Solid Waste Management Program. This guidance document provides a general description of the maintenance landfill owners must conduct after the landfill ceases accepting waste to ensure the landfill does not cause a threat to public safety or the environment.

While closed landfills are not subject to all of the requirements applied to active landfills, owners of closed landfills are responsible for preventing their site from threatening public safety or the environment or causing a public nuisance to those living nearby. If they fail to do so, the owners are liable for any impacts that may result. Whether the current landfill owner is the original owner/operator or someone who purchased the landfill at a later date, this owner is the permit-holder or permittee of the landfill and responsible for routine maintenance of the site, including any associated environmental control systems. The landfill owner must become familiar with the condition of the landfill, and its infrastructure, to ensure problems are caught early and repaired to prevent them from becoming larger, more complex problems or creating off-site impacts. A diligent maintenance schedule throughout the post-closure care period will save time, effort and money in the long run.

Requirements for Post-Closure Care

Both the Missouri Solid Waste Management Law and Regulations and the landfill's approved post-closure care plan dictate the owner's required routine maintenance and care schedule. The post-closure care requirements for sanitary, demolition and utility waste landfills are described in Title XVI, Chapter 260, Sections 200 through 345 (Sections 260.200-260.345) of the Revised Statutes of Missouri and in Chapters 2, 3, 4 and 11 in Title 10, Division 80 of Missouri's Code of State Regulations. The statutes and regulations are available at www.moga.mo.gov/STATUTES/C260.htm and www.sos.mo.gov/adrules/csr/current/10csr/10csr.asp#10-80.

Landfill maintenance and care activities are also described in the site's post-closure plan. The plan describes the minimum necessary maintenance activities, repair schedules, and environmental monitoring required at the site, as well as any approved final land use(s) for the site. If a landfill is sold to a new owner, the new owner may be required to update the post-closure care plan, or at a minimum, comply with and implement actions to meet the terms and conditions of the plan that had been prepared by the previous owner and approved by the Solid Waste Management Program. If the landfill does not have an approved post-closure care plan, this document lists the basic requirements contained in the regulations for conducting maintenance at the landfill. For more site-specific requirements, the owner is directed to contact the Solid Waste Management Program.

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Post-Closure Maintenance

Per 10 CSR 80-2.030(4)(A)2.B., post-closure care shall include the performance of the following activities:

1. Maintenance of the landfill cap.

It is vital to protect the soil cap by repairing areas of erosion, re-grading and recovering as needed, and establishing and maintaining healthy vegetative cover. This routine maintenance may also include acquiring and hauling additional soil to fill in areas of subsidence and depressions to prevent ponding of water on top of the landfill.

Ponding leads to the increased generation of leachate, a liquid created when water comes in contact with the buried solid waste and becomes contaminated. Leachate may seep onto the surface of the ground, especially along the sides of the landfill. If leachate seeps develop on the landfill, these areas should be dug out, repacked with clay, and vegetation re-established. Care must be taken to minimize the ponded water or erosion gullies from introducing water into the waste and any leachate that surfaces must not be allowed to flow off the site or into any bodies of water.

Methane gas, also generated from waste decomposition, may vent through the soil and kill vegetation in patches over the surface of the landfill. To help prevent this, the owner should place additional soil in the location of the dead vegetation, smooth and regrade the area, and reseed the area to reestablish vegetation. Minimizing water infiltration into the fill also helps reduce the generation of methane.

Mowing the vegetative cover on the landfill is a vital step in maintenance. The Solid Waste Management Program recommends mowing the landfill twice a year. This will enable the owner to see when problems with the landfill cap are beginning, allowing simpler and cheaper corrective actions to be implemented to address the problem(s). Maintenance activities are much more difficult to accomplish after the landfill becomes overgrown. Mowing prevents the growth and establishment of woody vegetation (i.e., brush and trees) on the landfill. This woody vegetation may become stressed or killed by methane gas, resulting in pathways where water may infiltrate into the waste below and increase the generation of leachate and methane. Also, weakened or dead trees may be uprooted during storms, causing increased damage to the landfill cap.

2. Operation and maintenance of any leachate collection or methane gas control system(s) for the landfill.

If a landfill closed with these environmental control systems in place or was required to install the systems due to problems discovered after the landfill closed, the landfill owner is required to keep the systems operating and in good working condition. By doing so, the owner helps to ensure the on-site control of leachate or methane gas and prevent an impact to the public and the environment.

Landfill owners shall inspect leachate collection basins to ensure the banks and berms are structurally sound. They must be mowed and checked for damage caused through age, exposure to the elements, infestation by rodents (such as muskrats, beavers, etc.), or other degradation. If basins fill in with vegetation or sediment, they must be dredged to ensure they maintain sufficient storage capacity to contain the leachate generated by the landfill. If the leachate level in the basin rises to within two feet of the top of the berm, the leachate must be pumped and sent to a wastewater treatment facility (if approved by the wastewater treatment facility) or managed in another manner approved by the Solid Waste Management Program.

Leachate collection lines must be checked for leaks or breaks and repaired or replaced as needed. Under no circumstances is leachate allowed to discharge off the landfill property or into streams, creeks, or other waters of the state.

Any methane gas extraction or collection systems shall be maintained by the landfill owner to ensure methane generated in the landfill is not allowed to migrate off of the landfill property or pose a threat to occupants of surrounding properties. At a minimum, landfill owners shall inspect the methane extraction system to evaluate its performance and verify the system is preventing methane from leaving the landfill property. It is also very important to check the extraction piping to ensure oxygen is not being drawn into the system. Failure to properly maintain the methane extraction system can lead to endangerment of the public or a subsurface landfill fire.

3. Maintenance, sampling and analysis of any groundwater monitoring or methane gas monitoring wells.

Landfill owners are required to maintain any monitoring systems in place at the landfill when it was closed or any systems installed to address problems discovered after the landfill had closed. In some instances, the owner may be required to install additional methane monitoring wells.

Monitoring wells are potential conduits to shallow sources of groundwater or deep groundwater aquifers. As such, wells must be maintained to prevent inadvertent contamination of groundwater. Landfill owners shall inspect well casings and the area around the wells to determine if any wells may be damaged. Caps, casings and monitoring ports may need to be repaired or replaced as they age or if the fittings become brittle and difficult to remove or open. The wells should be protected from damage by vandalism, mowers or other vehicles, and labeled to make them easy to locate and identify. The Solid Waste Management Program may require any damaged well(s) to be replaced. Therefore, access roads to the wells should be maintained to make repairs to or replacement of the wells simpler and less time-consuming for the landfill owner.

Sampling and analysis of all wells must continue at the required frequency and all results submitted electronically to the Solid Waste Management Program until the Solid Waste Management Program allows the owner to end the monitoring program and abandon the wells. If a well must be replaced or abandoned, the owner shall coordinate these activities with the department's Division of Geology and Land Survey, Wellhead Protection Section at 573-368-2165. This will ensure the wells are managed according to the wellhead protection regulations.

4. Necessary operation or maintenance, or both, of any other environmental control features, (e.g., surface water drainage systems) which are included in the design and operation of the landfill to protect public health and the environment.

Maintaining surface water drainage systems, such as let-down structures and sedimentation basins, is also needed to prevent erosion and off-site impacts. Landfill owners must inspect sedimentation basins to ensure the banks and berms are structurally sound. The basins must be mowed and checked for damage caused through age, exposure to the elements, infestation by rodents (such as muskrats, beavers, etc.), or other degradation. If basins fill in with vegetation or sediment, they must be dredged to ensure they maintain sufficient storage capacity to contain surface water run-off from the landfill.

All other control features actively in use at the time of closure shall be maintained until the landfill owner has received written approval from the department to discontinue their use. The department will conduct periodic inspections of the site to ensure it is maintained to comply with the Missouri Solid Waste Management Law and Regulations. Landfills that ceased accepting waste in the mid- to late 1980s were required to execute an Easement, Notice, and Covenant running with the land that grants access to department personnel to conduct inspections to check the condition of the landfill. The easements were filed with the county recorder of deeds to grant continuing access to the property even after a change in landfill ownership.

If the landfill is found to be a source of environmental contamination, a threat to public health or safety, or a nuisance, the landfill owner may be issued a Notice of Violation and required to address the problems and return the facility to compliance. Depending upon the nature and extent of the problem, the department may use its authority to take enforcement action against an owner when a problem develops at a landfill. The goal of this enforcement action will be to bring the landfill back into compliance, however the Solid Waste Management Program may assess penalties for the violations.

As mentioned earlier, the proposed end use(s) of the landfill property is included in the post-closure care plan and approved by the Solid Waste Management Program. The landfill owner is not allowed to use the property in any manner that interferes with the landfill's approved end use, damages the landfill (or its infrastructure and environmental control systems), or violates any other environmental laws and regulations. In the event post-closure plans were not submitted to or approved by the Solid Waste Management Program, general restrictions apply. For example, any excavation or disturbance of buried waste or the soil cap requires prior Solid Waste Management Program approval. Cultivation of crops is not allowed, nor is the grazing of livestock. However, growing and cutting hay is allowed. Due to continuing decomposition and subsidence in the waste mass and the generation of methane (and other toxic gases),

the Solid Waste Management Program may not allow the construction of enclosed structures on or near a landfill. Before beginning any construction projects on the property, all construction plans must be submitted to, reviewed and approved by the Solid Waste Management Program. Any change to the post-closure land use on a landfill is considered a permit modification. A request to modify the land use from an approved operations manual or post-closure plan must be submitted to the Solid Waste Management Program and approved before any construction or site work is started or any change is implemented.

The Solid Waste Management Program encourages all landfill owners to become familiar with the requirements for care of their landfills. A landfill maintenance inspection checklist is included at the end of this document to guide owners when they check the landfill's condition.

For More Information

Missouri Department of Natural Resources
Solid Waste Management Program
P.O. Box 176
Jefferson City, MO 65102-0176
800-361-4827 or 573-751-5401 phone

Cap Maintenance	YES	NO
Has the landfill been mowed at least twice a year? Dates: _____ and _____		
Are there any eroded areas that need to be repaired? If yes, placed additional soil, re-graded, reseeded and mulched on: Date: _____		
Are there any depressions or areas of subsidence on the landfill or does water collect and pond on areas of the landfill after a rainfall? If yes, placed additional soil, re-graded, reseeded and mulched on: Date: _____		
Is a thick stand of grassy vegetation established? If no, reseeded and mulched on: Date: _____		
Are there bare spots or areas of dead vegetation? If yes, placed additional soil, re-graded, reseeded and mulched on: Date: _____		
Are there any areas where leachate is surfacing and pooling on the landfill? If yes, area around the leachate outbreak was dug out, additional clay soil placed, area regraded, reseeded and mulched on: Date: _____		
Environmental Control Systems Maintenance		
Leachate Collection System	YES	NO
Are there any leachate basins present on the landfill? If yes, how many? _____ Leachate basin(s) were mowed on: Date: _____		
Is there an approved leachate collection system operations plan for the landfill?		
If yes, does it include an inspection, operation and maintenance schedule?		
If yes, note required actions and dates you performed the required actions: Date: _____ Action: _____ Date: _____ Action: _____ Date: _____ Action: _____		

	YES	NO
If no, answer the following questions: Have you inspected the basins, collection piping or other infrastructure? If yes, list the dates of inspection: Dates: _____ and _____		
Were problems observed? If yes, please describe. _____ _____ _____		
Prior to repairs or replacement parts being installed or modifications being made to the extraction system, did you contact the Solid Waste Management Program? If yes, provide the date and who you spoke with: Date: _____ Who you spoke with: _____		
Were repairs or replacements made to the leachate collection system? If yes, list when and describe: _____ _____ _____		
When inspecting the basin, how many feet would you estimate was between the leachate and the top of the berm? Est. Feet: _____		
If this amount was under two feet, did you initiate your approved leachate management or disposal procedures (i.e., pump and treat, land application)? If yes, please provide date and describe method used: Date: _____ Method: _____		
Does the system adequately manage the leachate generated by the landfill?		
If no, have you contacted the Solid Waste Management Program to discuss a modification to improve the system?		

Methane Gas Extraction System	YES	NO
If there is a methane collection or extraction system present on the landfill:		
Is there an approved methane gas collection or extraction system design or operations plan(s) for the landfill?		
If yes, does it include an inspection, operation and maintenance schedule?		
If yes, include required actions and dates you performed the required actions: Date: _____ Action: _____ Date: _____ Action: _____ Date: _____ Action: _____ Date: _____ Action: _____		
If no, please answer the following questions: Have you inspected the blower, control panel, header lines/piping, connections/fittings, condensate tanks, sample ports or other parts of the system? If yes, list the dates of inspection: Dates: _____ and _____		
Were problems observed? If yes, describe: _____ _____ _____		
Prior to repairs or replacement parts being installed or modifications being made to the extraction system, did you contact the Solid Waste Management Program? If yes, provide the date and who you spoke with: Date: _____ Who you spoke with: _____		
Were repairs or replacements made to the system? If yes, list when and describe: Date: _____ Describe: _____ _____		

Monitoring Systems' Maintenance	Yes	No
Does your landfill have methane gas monitoring wells? If yes, what is the required monitoring frequency? Weekly Monthly Quarterly (circle all that apply)		
If yes, have you conducted and submitted the results for the monitoring in the required electronic format? If yes, list dates: Dates:_____ and _____		
If methane concentrations in any well were above 2.5 percent, did you notify the Solid Waste Management Program by telephone at 573-751-5401?		
If yes, list date, time, and staff you notified: Date:_____ Time:_____ Staff Name:_____		
If the methane concentrations were above 2.5 percent did you notify:		
The local fire department?		
All property owners within 1,000 feet?		
All utility companies with underground infrastructure within 1,000 feet ?		
If yes, list date, time, and staff you notified: Date:_____ Time:_____ Staff Name:_____		
Does your landfill have groundwater monitoring wells?		
If yes, have you conducted and submitted the results for the monitoring in the required electronic format? If yes, list dates: Dates:_____ and _____		
Have you inspected all of the gas or groundwater monitoring wells to ensure they were in good condition? If yes, list dates: Dates:_____ and _____		
If any well(s) was/were in poor condition, have you repaired or replaced the well(s)? If yes, list dates: Dates:_____ and _____		
Have you notified the Solid Waste Management Program (573-751-5401) and the Division of Geology and Land Survey (573-368-2100) of any wells you repaired or replaced?		
If yes, list date, time and staff you notified: Date:_____ SWMP Staff:_____ DGLS Staff Name:_____		

	Yes	No
Have any of your wells been approved by the Solid Waste Management Program to be abandoned?		
If yes, when were they abandoned and what types of wells? Date:_____ Type:_____		
If yes, when was the Division of Geology and Land Survey notified of the abandonment? Attach copies of abandonment. Date:_____		
Other Environmental Control Systems Maintenance		
Is there an active National Pollutant Discharge Elimination System Permit, or NPDES, for the landfill?		
If yes, have you conducted and submitted the results from the required monitoring? If yes, list dates: Dates:_____ and _____		
Have stormwater structures been mowed? If yes, list dates: Dates:_____ and _____		
Have you inspected any sedimentation basins, stormwater letdowns, or other control structures? If yes, list dates: Dates:_____ and _____ Type of structure: _____		
During your inspection, did you note any areas of erosion or areas that need additional rock? If yes, dates erosion area(s) filled in and re-vegetated: Dates:_____ and _____ If yes, dates rock was placed on the structure(s) Dates:_____ and _____		
Do the stormwater control structures on the landfill adequately manage the stormwater flow? If yes, provide the date and who you spoke with: Date:_____ Who you spoke with:_____		
If you are proposing any changes to the end use of the permitted landfill (on or off of the fill area), have you discussed the changes and obtained written approval from the Solid Waste Management Program before beginning to construct or modify? If yes, date of submittal letter: Date:_____		
If yes, approval granted on: Date of SWMP letter:_____		