

Eric Greitens
Governor



Catherine F. Brown
Director

Sarah Steelman
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.oe.mo.gov/fmhc>
E-MAIL: fmhcmail@oe.mo.gov

(573) 751-3339
FAX (573) 751-7277

NOTICE OF CONTRACT AMENDMENT

CONTRACT NUMBER FMDC-S17-017	CONTRACT TITLE Metasys Building Automation System Maintenance
AMENDMENT NUMBER 002 Renewal #1 of #3	CONTRACT PERIOD November 12, 2017 through November 18, 2018
CONTRACTOR NAME AND ADDRESS Johnson Controls 2280 Ball Drive St. Louis, MO 63146	VENDOR NUMBER 3903800100 E/ MB00095506
	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Const. 301 West High Street, Room 730 P.O. Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract #FMDC-S17-017 is hereby amended pursuant to the attached Amendment 002 signed by Jon L. Danuser on 8/22/2017.	
CONTRACT SPECIALIST Dana Kohl	CONTRACT SPECIALIST CONTACT INFORMATION Email: Dana.Kohl@oe.mo.gov Phone: (573) 526-3309 Fax: (573) 751-7277
SIGNATURE OF CONTRACT SPECIALIST 	DATE 10-10-17
SIGNATURE - Rebecca Brinkley - CONTRACTS UNIT - SECTION MANAGER 	DATE 10-11-17



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (DFMDC)
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: FMDC-S17-017
TITLE: Metasys Building Automation System Maintenance
ISSUE DATE: August 17, 2017

CONTRACT SPECIALIST: Dana Kohl
PHONE NO.: (573) 526-3309
E-MAIL: Dana.Kohl@oa.mo.gov

TO: Johnson Controls
2280 Ball Drive
St. Louis, MO 63146

RETURN AMENDMENT BY NO LATER THAN: August 31, 2017 AT 5:00 PM CENTRAL TIME


RETURN AMENDMENT TO THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (DFMDC) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Oa.fmdccontractsunit@oa.mo.gov
FAX TO:	(573) 751-7277
MAIL TO:	PO Box 809, JEFFERSON CITY, MO 65102
COURIER/DELIVER TO:	301 WEST HIGH STREET, ROOM 730, JEFFERSON CITY, MO 65102

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

Various State of Missouri Facilities

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Johnson Controls	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Johnson Controls
MAILING ADDRESS 2280 Ball Drive	IRS FORM 1099 MAILING ADDRESS 5757 N. Green Bay Ave.
CITY, STATE, ZIP CODE St. Louis, MO 63146	CITY, STATE, ZIP CODE Milwaukee, WI 53209
CONTACT PERSON Ron Box	EMAIL ADDRESS Ronald.M.Box@jci.com
PHONE NUMBER 314-812-4636	FAX NUMBER 314-569-1394
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 8/22/17
PRINTED NAME Jon L. Danuser	TITLE St. Louis Market Director, HVAC Sales Manager

AMENDMENT #002 TO CONTRACT FMDC-S17-017

CONTRACT TITLE: Metasys Building Automation System Maintenance

CONTRACT PERIOD: November 12, 2017 through November 18, 2018

The Division of Facilities Management, Design and Construction hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increases quoted must not exceed the maximum price stated in the contract.

If an increase is absolutely necessary, the contractor shall submit documentation that supports the proposed increase.

All other terms, conditions and provisions of the contract shall remain and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

Regular Hours Service Call: - The contractor shall state a firm, fixed price per hour for Regular Hours Service Calls for the first (1st) renewal period for providing the services in accordance with the provisions and requirements of the contract.

Line Item Number	Description	1 st Renewal Period
001	Service Technician Regular Time-Hours Service Calls Labor Charges	\$ <u>\$170</u> Per hour
002	Service Project Manager Regular Time-Hours Service Calls Labor Charges	\$ <u>\$170</u> Per hour
003	Service Mechanic Regular Time-Hours Service Calls Labor Charges	\$ <u>\$170</u> Per hour

Overtime Hours Service Calls: - The contractor shall state a firm, fixed price per hour for Overtime Hours Service Calls for the first (1st) renewal period for providing the services in accordance with the provisions and requirements of the contract.

Line Item Number	Description	1 st Renewal Period
004	Service Technician Overtime Hours Service Calls Labor Charges	\$ <u>\$254</u> Per hour
005	Service Project Manager Overtime Hours Service Calls Labor Charges	\$ <u>\$254</u> Per hour
006	Service Mechanic Overtime Hours Service Calls Labor Charges	\$ <u>\$254</u> Per hour

Firm, Fixed Discount Percentage

Firm Fixed Discount for all JCI Products	50 % <i>Line Item 007</i>
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Firm, Fixed Percentage Mark-up

Firm Fixed Mark-up for all non-JCI Products	27.5 % <i>Line Item 008</i>
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Reeves, Eileen

From: Brinkley, Rebecca
Sent: Monday, November 27, 2017 4:37 PM
To: Reeves, Eileen
Subject: RE: FMDC-S17-017

Eileen,

Amendment 001 was just to remove the Marshall Habilitation Center from the contract. Do you still want a copy?

Rebecca Brinkley

Contract Services Unit - Section Manager

State of Missouri

Office of Administration

Division of Facilities Management,

Design and Construction

Harry S Truman Office Building

301 West High Street, Room 730

Jefferson City, MO 65102

Phone: (573) 526-4135

Fax: (573) 751-7277

E-mail: Rebecca.Brinkley@oa.mo.gov

From: Reeves, Eileen
Sent: Monday, November 27, 2017 2:02 PM
To: Brinkley, Rebecca <Becky.Brinkley@oa.mo.gov>
Subject: FW: FMDC-S17-017
Importance: High

Thanks for the amendment. I noticed this is Amendment 002. May I have a copy of Amendment 001 as well? We do not have a copy on file. Thanks!!

Eileen Reeves, AOSA

Missouri Department of Corrections, Human Services

Jeremiah W. (Jay) Nixon
Governor



Catherine F. Brown
Director

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.aa.mo.gov/fmdc>
E-MAIL: fmdcmail@aa.mo.gov

(573) 751-3339
FAX (573) 751-7277

NOTICE OF AWARD

CONTRACT NUMBER FMDC-S17-017	CONTRACT TITLE Building Automation System Maintenance - Metasys
AMENDMENT NUMBER N/A	CONTRACT PERIOD November 18, 2016 through November 11, 2017
REQUISITION NUMBER, if applicable FMDC-S17-017	VENDOR NUMBER 3903800100 E / MB00095506
CONTRACTOR NAME AND ADDRESS Johnson Controls 2280 Ball Drive St. Louis, MO 63146	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design and Construction 301 West High Street, HST Room 730 PO Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, the State of Missouri hereby establishes Contract FMDC-S17-017 between the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction and Johnson Controls for Metasys BAS Maintenance, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Office of Administration, Division of Facilities Management, Design and Construction and Johnson Controls shall reference the State of Missouri contract number.	
Rebecca Brinkley CONTRACTS UNIT - SECTION MANAGER	CONTACT INFORMATION Email: Rebecca.brinkley@aa.mo.gov Phone: (573) 526-4135 Fax: (573) 751-7277
SIGNATURE: 	DATE 10-5-16
SIGNATURE DEPUTY DIRECTOR LARRY BLOCK: 	DATE 10/5/16



STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: FMDC-S17-017
TITLE: Building Automation System Maintenance - Metasys
ISSUE DATE: 9/16/16

REQ NO.: N/A
PROCUREMENT OFFICER: Rebecca Brinkley
PHONE NO.: (573) 526-4135
E-MAIL: Rebecca.brinkley@oa.mo.gov

TO: Johnson Controls, Inc.
2280 Ball Drive
St. Louis, MO 63146

RETURN DOCUMENT TO THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	Rebecca.brinkley@oa.mo.gov
FAX TO:	(573) 526-4135
MAIL TO:	PO Box 809, Jefferson City, MO 65102
COURIER/DELIVER TO:	301 West High Street, Room 730, Jefferson City, MO 65102

CONTRACT PERIOD: Date of Award through One Year

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

Various State of Missouri Facilities

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 01/26/12). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Facilities Management, Design and Construction or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Johnson Controls, Inc.	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Johnson Controls, Inc.
MAILING ADDRESS 2280 Ball Drive	IRS FORM 1099 MAILING ADDRESS 5757 N. Breen Bay Ave.
CITY, STATE, ZIP CODE St. Louis, MO 63146	CITY, STATE, ZIP CODE Milwaukee, WI 53209
CONTACT PERSON Ron Box	EMAIL ADDRESS Ronald.M.Box@jci.com
PHONE NUMBER 314-812-4636	FAX NUMBER 314-569-1394
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> XX Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 9/23/16
PRINTED NAME Jon L. Danuser	TITLE Branch General Manager

1.1.1 Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with Johnson Controls, Inc. to purchase parts and labor, on an as needed if needed basis, to program, and/or repair the direct digital controls building automation systems (currently the Metasys Systems), including corresponding terminal and field devices (sensors, actuators, valves, etc.) software, firmware, and local graphical user interface packages, software technical support and upgrades located at the buildings listed below in accordance with the provisions and requirements stated herein for the OA/FMDC (Office of Administration, Division of Facilities Management, Design and Construction. The State of Missouri provides no guarantee of quantities.

a. FMDC State Owned Buildings:

- 1) Fletcher Daniels State Office Building, Kansas City
- 2) St. Joseph State Office Building, St. Joseph
- 3) Penney Building, Springfield
- 4) Landers Building, Springfield
- 5) Wainwright State Office Building, St. Louis
- 6) Mill Creek State Office Building, St. Louis
- 7) Prince Hall Family Support Center, St. Louis
- 8) Harry S Truman State Office Building, Jefferson City
- 9) Missouri Career Center, Joplin

b. Missouri Department of Corrections Buildings:

- 1) Eastern Reception and Diagnostic Correctional Center, Bonne Terre
- 2) Poplar Bluff Community Supervision Center, Poplar Bluff
- 3) Kennett Community Supervision Center, Kennett
- 4) Fulton Reception, Diagnostic Center, Fulton
- 5) Missouri Eastern Correctional Center, Pacific
- 6) Hannibal Community Supervision Center, Hannibal
- 7) Farmington Community Supervision Center, Farmington

c. FMDC Missouri Highway Patrol Buildings:

- 1) General Headquarters Highway Patrol, Jefferson City
- 2) Troop A, Lee Summit
- 3) Troop B, Macon
- 4) Troop C, Weldon Springs
- 5) Troop D, Springfield
- 6) Troop E, Poplar Bluff
- 7) Troop F, Jefferson City
- 8) Troop G, Willow Springs
- 9) Troop H, St. Joseph
- 10) Troop I, Rolla

d. Missouri Department of Mental Health Facilities:

- 1) St. Louis Psychiatric Rehabilitation Center, St. Louis
- 2) Marshall Habilitation Center, Marshall
- 3) Fulton State Hospital, Fulton
- 4) Hannibal Regional Office, Hannibal
- 5) Sikeston Regional Office, Sikeston
- 6) Poplar Bluff Regional Office, Poplar Bluff

1.1.2 The contractor shall agree and understand that the Metasys building automation systems currently installed at the various facilities for which the contractor is to provide Building Automation System Maintenance includes, but is not limited to, the following JCI Controller models:

AHU	M3	NAE
DCM	M5	NC
DSC-1000	MetaLink	NCM
DSC-8500	MetaPage	NIE
FEC	MMX	UNT
FSC	MTI	VAV
GWS	M-Web	VMA
JC/85	N30	

1.1.3 All requirements, provisions and pricing referenced herein as well as the attached State of Missouri requirements, terms and conditions shall apply and govern all provisions provided under the contract.

1.1.4 Please complete this document as instructed herein including the provision of firm, fixed prices. Your signature is required to confirm your offer to contract for the products and/or services described herein and to confirm your agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Facilities Management, Design and Construction a binding contract shall exist between Johnson Controls, Inc. and the State of Missouri.

1.1.5 The State of Missouri reserves the right to clarify any portion of your response as may be deemed necessary, appropriate, and in the best interest of the State of Missouri prior to finalizing a contract.

1.1.6 Time is of the essence regarding submittal of information relating to this request. Your response to this document is required by September 29, 2016. If you have any questions, you may contact me at (573) 526-4135 or by email at Rebecca.brinkley@oa.mo.gov.

1.2 Performance Requirements:

1.2.1 The contractor shall agree and understand that the state agency may add or delete buildings that contain the Metasys System at any time during the term of the contract. Any added or deleted buildings for which the contractor shall provide services shall be made by an amendment to the contract issued by the Division of Facilities Management, Design and Construction at least 10 days prior to the contractor beginning/discontinuing Building Automation System Maintenance Services at the additional/deleted building.

- a. Immediately following receipt of the written notification of an additional building, the contractor shall notify the state agency if the contractor is not able to provide Building Automation System Maintenance Services for the identified building.
- b. The contractor shall begin/discontinue Building Automation System Maintenance Services on the date specified by the state agency.
- c. The contractor shall provide Building Automation System Maintenance Services for any additional buildings in accordance with the same terms, conditions, and pricing stated herein.

1.2.2 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.

1.2.3 The contractor shall provide parts and materials needed in order to maintain and service the existing equipment.

- 1.2.4 The contractor shall provide the state agency with a guaranteed total not to exceed price, including an itemized listing of all parts and materials, for requested Repair/Services prior to beginning any work and within five (5) working days of receipt of the state agency request. Such guaranteed not to exceed total price shall be computed using the firm, fixed per hour price and, firm fixed percentages for parts and materials for contractor and non-contractor parts as stated on the Pricing Page.
- 1.2.5 The contractor shall perform services approved by the state agency in a timely manner, agreed upon by the state agency.
- 1.2.6 The contractor shall provide a means for being contacted by the state agency on a twenty-four (24) hour, seven (7) day per week basis.
- 1.2.7 Except as otherwise specified herein, the contractor shall provide services during regular time hours of Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding state holidays, unless otherwise approved by the state agency.
- a. Upon request and/or approval by the state agency, the contractor shall provide services after 5:00 p.m. Such overtime services shall be defined as services performed between 5:00 p.m. and 7:00 a.m. and on weekends and holidays as defined herein.
- 1.2.8 The contractor shall agree that service requests may be made verbally by authorized personnel of the state agency.
- 1.2.9 Within ten (10) working days following the award of the contract, the state agency shall provide the contractor with names of persons from the state agency who are authorized to call for service.
- 1.2.10 The contractor shall be held responsible for any and all damage to buildings, resulting from improper use of tools, materials, and/or equipment. Damage shall be repaired at no cost to the state agency.
- 1.2.11 The contractor shall ensure that all parts are factory replacements only, and proof of origin shall be presented upon state agency request. The contractor shall agree, and understand that all parts repaired, replaced, or removed shall become property of the State of Missouri.
- 1.3 Replacement of Damaged Product:**
- 1.3.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.
- 1.4 Substitutions:**
- 1.4.1 The contractor shall not substitute any item(s) without the prior approval of the state agency. Any substitute must be of equal or better quality/functional capability at the same or lower price.
- 1.5 Delivery Performance:**
- 1.5.1 The contractor and/or the contractor's subcontractor shall deliver products to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

1.6 Personnel Requirements:

- 1.6.1 The contractor's personnel shall be reasonably dressed and groomed while at the buildings.
- 1.6.2 The contractor's personnel shall wear an article of clothing identifying the contractor or a subcontractor, and have a picture ID tag visible at all times.

1.7 Reporting Requirements for all Buildings:

- 1.7.1 The contractor shall provide a service report for each on-site service request detailing the purpose of the call and summarizing the work performed.

1.8 Security Requirements:

- 1.8.1 The contractor shall report to and log in and out of the state agency's building at each visit. In addition, the contractor shall report to the state agency's designated representative at each visit to the state agency during the hours of 7:00 a.m. to 5:00 p.m.

- 1.8.2 The contractor and the contractor's personnel shall follow the security requirements specified below upon arrival to the buildings and prior to beginning service.

- a. For FMDC State Owned Buildings: By no later than fifteen (15) days after notification of award of the contract, the contractor and each of the contractor's personnel assigned to the contract must have a current security clearance approved by the state agency and a contractor badge from the state agency in order to provide service under the contract.

- 1) The contractor must obtain the required security clearances from the Missouri State Highway Patrol.
- 2) The security clearances obtained from the Missouri State Highway Patrol must be no more than thirty (30) days old.
- 3) The contractor shall provide the state agency with a copy of the security clearance information obtained from the Missouri State Highway Patrol for each person assigned to the contract.
- 4) For each new person assigned to provide services, the contractor must provide the state agency with a security clearance for state agency approval prior to such person providing service in the buildings.

- b. Identification Badges: The Contractor and each of the contractor's personnel shall obtain a Contractor Identification Badge from each Office of Administration, Division of Facilities Management, Design and Construction regional office. The Contractor's personnel shall wear the Contractor Identification Badge at all times while working at each facility.

- 1) In the event the contractor or each of the contractor's personnel assigned to perform services; requires a replacement of a state agency issued Contractor Identification Badge due to loss, damage, or personnel name change, the contractor must notify the state agency within one (1) working day from the date the need is discovered. The contractor shall pay the state agency approximately \$.50 for each replacement badge beyond the first initial issued badge.
- 2) Upon termination of services, the contractor shall return any state issued identification badges to the state agency.

- c. For the Department of Corrections Buildings: By no later than fifteen (15) days after notification of award of the contract, the contractor shall submit to the Department of Corrections Central Office; names, social security numbers, birth dates, and state of residence of personnel assigned to contract.

- 1) The Department of Corrections will provide Security Checks at no cost to the contractor.
- 2) For each new person assigned to provide services, the contractor must provide the information required to the Department of Corrections Central Office prior to such person providing service in the buildings.

1.8.3 The state agency shall have the right to deny access to the buildings to any of the contractor's personnel for any reason.

1.9 Price:

1.9.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

1.9.2 The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced herein, or as otherwise specifically stated and allowed by the SFS.

1.9.3 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

1.10 Payment Requirements:

1.10.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFQ.

1.10.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendor-services/Portal/Default.aspx>.

1.10.3 **Invoicing:** Each Contractor invoice must be on the Contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the Contractor to properly apply state agency payments to invoice submitted. The Contractor must comply with all other invoicing requirements stated in the RFQ.

1.10.4 The contractor shall submit all invoices to:

State of Missouri
Division of Facilities Management, Design and Construction
301 West High Street, Room 780
PO Box 809
Jefferson City, MO 65102

1.10.5 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the

amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

- 1.10.6 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever, including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2. GENERAL CONTRACTUAL REQUIREMENTS:

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the Single Feasible Source (SFS) document, and any amendments thereto, (2) the contractor's response, (3) clarification of the response, if any, and (4) the Division of Facilities Management, Design and Construction's acceptance of the response by "notice of award" or by "purchase order". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Facilities Management, Design and Construction or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of this document. 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 **three (3) 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 renewal periods. Pricing for the renewal period may adjust according to the applicable pricing adjustment for the specific renewal period as found on the Pricing Page.

2.3 Renewal Periods:

- 2.3.1 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 not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

2.4 Termination:

- 2.4.1 The 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. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.5 Contractor Liability:

- 2.5.1 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. 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.
- 2.5.2 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.
- 2.5.3 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.

2.6 Insurance:

- 2.6.1 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.
- 2.6.2 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
 - a. Steven's Amendment - In accordance with the OA/FMDC's of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior

approval of the OA/FMDC is obtained and unless they clearly state the following as provided by the OA/FMDC:

- 1) The percentage of the total costs of the program or project which will be financed with Federal funds;
- 2) The dollar amount of Federal funds for the project or program; and
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.6.3 Authorized Personnel: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the OA/FMDC the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the OA/FMDC a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- d. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.6.4 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, 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.

- 2.6.5 Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (Section: 285.0525 Definitions. RSMO 285.525), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of **Exhibit A**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit A** must be submitted prior to an award of a contract.
- 2.6.6 Debarment Certification – The contractor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., **Exhibit B** with the bid. This document must be satisfactorily completed prior to award of the contract.
- 2.6.7 Miscellaneous Information – The contractor should complete and submit **Exhibit C**, Miscellaneous Information.
- 2.6.8 Business Compliance - The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the contractor 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 contractor shall provide documentation of compliance upon request by the OA/FMDC. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startbusiness.asp>
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

The contractor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

PRICING PAGE

Regular Hours Service Call: - The contractor shall state a firm, fixed price per hour for Regular Hours Service Calls for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this SFS.

Line Item Number	Description	Original Contract Period, Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price
001	Service Technician Regular Time-Hours Service Calls Labor Charges	\$165 Per hour	\$170 Per hour	\$170 Per hour	\$175 Per hour
002	Service Project Manager Regular Time-Hours Service Calls Labor Charges	\$165 Per hour	\$170 Per hour	\$170 Per hour	\$175 Per hour
003	Service Mechanic Regular Time-Hours Service Calls Labor Charges	\$165 Per hour	\$170 Per hour	\$170 Per hour	\$175 Per hour

Overtime Hours Service Calls: - The contractor shall state a firm, fixed price per hour for Overtime Hours Service Calls for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this SFS.

Line Item Number	Description	Original Contract Period, Firm, Fixed Price	1 st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price
004	Service Technician Overtime Hours Service Calls Labor Charges	\$247 Per hour	\$254 Per hour	\$254 Per hour	\$262 Per hour
005	Service Project Manager Overtime Hours Service Calls Labor Charges	\$247 Per hour	\$254 Per hour	\$254 Per hour	\$262 Per hour
006	Service Mechanic Overtime Hours Service Calls Labor Charges	\$247 Per hour	\$254 Per hour	\$254 Per hour	\$262 Per hour

Firm, Fixed Discount Percentage - The contractor shall state a firm, fixed discount for all JCI products that shall apply to the direct digital controls building automation systems, including software/firmware upgrades. The contractor shall understand and agree that the firm, fixed discount percentage provided shall remain the same throughout the duration of the contract.

Firm Fixed Discount for all JCI Products	50% <i>Line Item 007</i>
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EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri OA/FMDC including OA/FMDC. |

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ na _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFQ Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the OA/FMDC with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

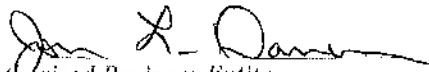
EXHIBIT A, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Johnson Controls, Inc (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Jon L. Danuser
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Johnson Controls, Inc
Business Entity Name

9/23/16
Date

Jon.L.Danuser@jci.com
E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed, at minimum, by the bidder and the OA/FMDC of Homeland Security - Verification Division. If the signature page of the MOU lists the bidder's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.


EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now Jon L. Danuser as Branch General Manager first being duly sworn on my oath, affirm Johnson Controls, Inc. is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Johnson Controls, Inc. does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

<u></u>	<u>Jon L. Danuser</u>
Authorized Representative's Signature	Printed Name
<u>Branch General Manager</u>	<u>9/23/16</u>
Title	Date
<u>Jon.L.Danuser@jci.com</u>	<u>272768</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 23rd of Sept. 2016, I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of Warren, State of
(NAME OF COUNTY)
MO, and my commission expires on 5/23/2020
(NAME OF STATE) (DATE)


 _____
 Signature of Notary Date 9/23/16



EXHIBIT A, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri OA/FMDC or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's name and the MOU signature page completed and signed by the bidder and the OA/FMDC of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri OA/FMDC** or **Public University*** to Which Previous E-Verify Documentation Submitted:

 (*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____ (if known)

 Authorized Business Entity Representative's Name (Please Print)

 Authorized Business Entity Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

 Buyer

 Date

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Johnson Controls, Inc.

1-835133

Company Name

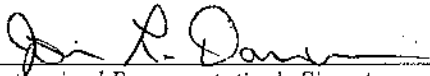
DUNS # (if known)

Jon L. Danuser

Branch General Manager

Authorized Representative's Printed Name

Authorized Representative's Title



Authorized Representative's Signature

9/23/16
Date

Instructions for Certification

1. By signing and submitting this bid, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the OA/FMDC of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

MISCELLANEOUS INFORMATION

Employee Bidding/Conflict of Interest:

<p>Bidders who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	<p>None</p>
<p>If employee of the State of Missouri or political subdivision thereof, provide name of OA/FMDC or political subdivision where employed:</p>	<p>N/A</p>
<p>Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>

STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

1. TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). 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 state.
- 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 contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. INVOICING AND PAYMENT

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

4. DELIVERY

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

5. INSPECTION AND ACCEPTANCE

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

6. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

7. WARRANTY

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

8. 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.

9. CANCELLATION OF CONTRACT

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

10. BANKRUPTCY OR INSOLVENCY

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 state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

11. 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.

12. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state 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.

13. 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).

1. 13. FILING AND PAYMENT OF TAXES
- 2.

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.

14. 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.