



Eric Greitens
Governor

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Director

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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
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(573) 751-3339
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NOTICE OF AWARD

CONTRACT NUMBER FMDC-S17-087	CONTRACT TITLE Automated Logic Control System – Parts and Labor (Eastern Region)
CONTRACT PERIOD June 1, 2017 through May 31, 2018	OPTIONAL RENEWAL PERIODS Three (3) Optional Renewal Periods
REQUISITION NUMBER, if applicable N/A	VENDOR NUMBER 4314315240 0/ MB00102139
CONTRACTOR NAME AND ADDRESS Premium Mechanical and Automation, Inc. 3185 N. High Street Jackson, MO 63755	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design and Construction 301 West High Street, HST 730 PO Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044 RSMo, the State of Missouri hereby establishes Contract FMDC-S17-070 between the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) and Premium Mechanical and Automation, Inc. for Automated Logic Control Systems Parts and Labor for the eastern region facilities 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 Premium Mechanical and Automation, Inc. shall reference the OA/FMDC contract number.	
CONTRACT SPECIALIST: REBECCA BRINKLEY	CONTRACT SPECIALIST CONTACT INFORMATION Email: Rebecca.brinkley@oa.mo.gov Phone: (573) 526-4135 Fax: (573) 751-7277
SIGNATURE OF CONTRACT SPECIALIST: 	DATE May 30, 2017
SIGNATURE Larry Block - Deputy Director 	DATE 5/31/17



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

SFS NO.: FMDC-S17-087

TITLE: Parts and Labor- Automated Logic Control System

ISSUE DATE: 05/11/2017

CONTRACT SPECIALIST: Rebecca Brinkley

PHONE NO.: (573) 526-4135

E-MAIL: Rebecca.brinkley@oa.mo.gov

TO: Premium Mechanical and Automation, Inc.

3185 N. High Street

Jackson, MO 63755

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) 751-7277
MAIL TO:	OA/FMDC PO Box 809 Jefferson City, MO 65102-0809
COURIER/DELIVER TO:	OA/FMDC 301 West High Street, RM 730 Jefferson City, MO 65102-1517

CONTRACT PERIOD: Date of Award through One Year

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

Various
 Department of Mental facilities managed by Facilities Management, Design and Construction, and
 Facilities of the Department of Corrections

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	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	Premium Mechanical & Automation, Inc.
3185 North High St.	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
Jackson, MO 63755	
CONTACT PERSON	EMAIL ADDRESS
John Dumey	jdumey@premiumbsi.com
PHONE NUMBER	FAX NUMBER
573-243-3918	573-243-9758
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
	May 22, 2017
PRINTED NAME	TITLE
John Dumey	General Manager

Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with **Premium Mechanical and Automation, Inc.** to purchase parts and labor on the Automated Logic Control System on an as needed, if needed basis for the OA/FMDC (Office of Administration, Division of Facilities Management, Design and Construction), and the Department of Corrections.

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.

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 Control Service Company and the State of Missouri.

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.

Time is of the essence regarding submittal of information relating to this request. Your response to this document is required by May 22, 2017. If you have any questions, you may contact me at 573-526-4135/ Rebecca.brinkley@oa.mo.gov.

1.1 Performance Requirements:

1.1.1 The contractor must provide all maintenance service, support, labor, materials, and supplies and repair services required to maintain the full functionality of the Automated Logic heating, cooling, and temperature control systems, including all corresponding terminal devices (sensors, actuators, valves, etc.), and the local graphical user interface package located at facilities listed below at the request, and to the sole satisfaction of the state agency. The contractor shall also perform minor system upgrades and enhancement as further defined herein.

a. Department of Corrections:

1) Farmington Correctional Center, 1012 West Columbia Street, Farmington, MO .

b. Department of Mental Health managed by Facilities Management, Design and Construction:

1) Southeast Missouri Mental Health Center, 1010 West Columbia, Farmington, MO.

1.1.2 The contractor must provide a factory-certified service engineer to provide the services required under contract; all services shall be provided on an as needed, if needed basis as determined by the state. The State of Missouri provides no guarantee of quantities.

1.2 Repair Service Requirements:

1.2.1 In the event the state agency requests the contractor to provide repair services, the contractor shall provide the state agency with a guaranteed total not-to-exceed price, including an itemized listing of all parts, materials and labor for the requested repair services prior to beginning any repair. Such guaranteed not-to-exceed total price shall be computed using the firm, fixed per hour price for labor, plus the firm, fixed percentage discount applied to current manufacturer suggested retail price for parts and materials, and the firm, fixed percentage mark-up over the current manufacturer suggested retail price for system parts and devices not normally stocked by the contractor, as stated on the Pricing Pages.

a. The contractor shall agree and understand that the state agency shall have the right to approve or reject such guaranteed not-to-exceed total price.

b. The contractor shall initiate the repairs within forty-eight (48) hours of receiving written approval from the state agency to proceed with the approved repair, unless other times are mutually agreed upon between the contractor and the state agency.

1.3 Automated Logic Brand Supplies and Catalogs:

1.3.1 The contractor shall understand that due to the state agency's utilization of Automated Logic brand HVAC equipment at the locations identified herein, the contractor must provide Automated Logic brand HVAC maintenance and supplies to maintain system integrity.

1.3.2 The contractor must provide current Automated Logic line catalogs and price lists annually. CD's are acceptable, and should be made available to requesting state agency maintenance staff.

1.3.3 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

1.3.4 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state

reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Facilities Management, Design and Construction shall be the final authority as to acceptability of any proposed substitution.

1.3.5 Any item substitution shall require a formal contract amendment authorized by the Division of Facilities Management, Design and Construction prior to the state acquiring the substitute item under the contract.

1.3.6 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

1.4 Provision of System Parts and Devices, and Invoicing Requirements:

1.4.1 The contractor shall provide system control parts and devices that are considered programmable Direct Digital Control (DDC) components at the firm, fixed percentage discount quoted for line item 005 on the Pricing Page as applied to the current manufacturer's suggested retail price for the specific part or device. The percentage discount shall be firm and fixed for the duration of the contract including renewal periods.

1.4.2 The contractor shall provide system relay parts and devices that are considered end devices, sensors and system accessories at the firm, fixed percentage discount quoted for line item 006 on the Pricing Page as applied to the current manufacturer's suggested retail price for the specific part or device. The percentage discount shall be firm and fixed for the duration of the contract including renewal periods.

1.5 Replacement of Damaged Product:

1.5.1 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.

1.6 Substitutions:

1.6.1 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.

1.7 Delivery Performance:

1.7.1 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.

1.8 Personnel Requirements:

1.8.1 The contractor's personnel shall be reasonably dressed and groomed while at the buildings.

1.8.2 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.

1.9 Reporting Requirements for all Buildings:

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

1.10 Security Requirements – Department of Mental Health Facilities:

1.10.1 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.

1.10.2 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 the Southeast Missouri Mental Health Center: 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.

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

1.11 Security Requirements – Department of Corrections Facilities:

1.11.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.

- 1.11.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 1.11.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 1.11.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
- (1) Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
- (2) Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 1.11.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 1.11.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

1.12 Price:

- 1.12.1 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.
- 1.12.2 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.
- 1.12.3 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

1.13 Invoice and Payment Requirements:

- 1.13.1 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 this document.
- 1.13.2 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/vendorservices/Portal/Default.aspx>.
- 1.13.3 **Invoicing:** The contractor must invoice 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.
- 1.13.4 The contractor shall submit an itemized invoice to the state agency at the addresses below upon completion of any work performed under the contract. Itemization on the invoice must follow the line items and pricing identified on the Pricing Pages of the contract.

For the Department of Mental Health Facilities:

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

For the Department of Corrections Facilities:

Accounts Payable
Missouri Department of Corrections
Fiscal Management Unit
PO Box 236
Jefferson City, MO 65102

- 1.13.5 The contractor shall invoice for actual time spent at the facility to perform service in accordance with the applicable hourly pricing shown on the Pricing Page for line items 001-004.
- 1.13.6 The contractor shall be paid for system parts and devices in accordance with the firm, fixed percentage discounts and mark-up quoted in line items 005-007. The percentage discount and mark-up shall be firm

and fixed for the duration of the contract including renewal periods, and shall be applied to the current manufacturer's suggested retail price for the item.

- a. The contractor shall provide supporting documentation in the event the contractor invoices the state agency for system parts and devices not normally stocked.

1.13.7 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.

1.13.8 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/FMDCs 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.

MANDATORY SPECIFICATIONS - The contractor shall provide firm, fixed pricing for **all** line items below for the original contract period and a maximum price for each renewal period. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.

Line Item	UNSPSC Code 72101511	Original Contract Period Firm, Fixed Unit Price	1st Renewal Period Maximum Price	2 nd Renewal Period Maximum Price	3 rd Renewal Period Maximum Price
001	Service Engineer – Basic Hourly Rate	\$ <u>107.00</u> Per Hour	\$ <u>108.00</u> Per Hour	\$ <u>109.00</u> Per Hour	\$ <u>109.00</u> Per Hour
002	Service Engineer – Overtime Hourly Rate	\$ <u>160.50</u> Per Hour	\$ <u>162.00</u> Per Hour	\$ <u>163.50</u> Per Hour	\$ <u>163.50</u> Per Hour
003	Journeyman Electrician – Basic Hourly Rate	\$ <u>96.90</u> Per Hour	\$ <u>97.75</u> Per Hour	\$ <u>98.50</u> Per Hour	\$ <u>98.50</u> Per Hour
004	Journeyman Electrician Overtime Hourly Rate	\$ <u>145.35</u> Per Hour	\$ <u>146.63</u> Per Hour	\$ <u>147.75</u> Per Hour	\$ <u>147.75</u> Per Hour
005	<p>System Control Parts and Devices – Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system control parts and devices.</p> <p style="text-align: center;"><u>50</u> % Discount</p> <p><i>The Discount Percentage shall remain the same for the original and all renewal contract periods.</i></p>				
006	<p>System Relay Parts and Devices – Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system relay parts and devices.</p> <p style="text-align: center;"><u>15</u> % Discount</p> <p><i>The Discount Percentage shall remain the same for the original and all renewal contract periods.</i></p>				
007	<p>System Parts and Devices Not Normally Stocked by the Contractor – Firm, fixed percentage markup over the current manufacturer suggested retail price for the item.</p> <p style="text-align: center;"><u>35</u> % Mark-Up</p> <p><i>The Mark-Up Percentage shall remain the same for the original and all renewal contract periods.</i></p>				

EXHIBIT A

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

BUSINESS ENTITY CERTIFICATION:

The contractor 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/ge_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 _____ (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 _____ (SFS 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 Premium Mechanical & Automation, Inc (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

John Dumey
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Premium Mechanical & Automation, Inc
Business Entity Name

May 22, 2017
Date

jdumey@premiumbsi.com
E-Mail Address

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

- X- 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

- X- 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 contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the OA/FMDC of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted;

AND

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


EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

Comes now John Dumey (Name of Business Entity Authorized Representative) as General Manager (Position/Title) first being duly sworn on my oath, affirm Premium Mechanical & Automation, Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Premium Mechanical & Automation, Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

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

<u></u> Authorized Representative's Signature	<u>John Dumey</u> Printed Name
<u>General Manager</u> Title	<u>May 22, 2017</u> Date
<u>jdumey@premiumbsi.com</u> E-Mail Address	<u>217436</u> E-Verify Company ID Number

Subscribed and sworn to before me this 22nd of May, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Perry, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 6/13/20.
(NAME OF STATE) (DATE)

 5/22/17
Signature of Notary Date

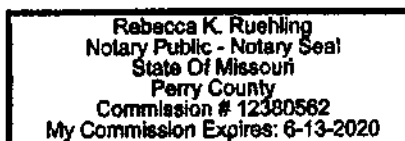


EXHIBIT A, continued

(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 contractor's name and the MOU signature page completed and signed by the contractor 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.

Premium Mechanical & Automation, Inc.

859468654

Company Name

DUNS # (if known)

John Dumey

General Manager

Authorized Representative's Printed Name

Authorized Representative's Title


Authorized Representative's Signature

May 22, 2017

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>Contractors 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 contractor or any owner of the contractor'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>If employee of the State of Missouri or political subdivision thereof, provide name of OA/FMDC or political subdivision where employed:</p>	
<p>Percentage of ownership interest in contractor'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 OA/FMDC 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).

14. 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.

15. 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.