
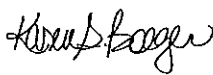




NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

| | |
|---|---|
| CONTRACT NUMBER CT170857001 | CONTRACT TITLE Software Maintenance & Support for DOC Legacy System |
| AMENDMENT NUMBER 002 | CONTRACT PERIOD June 4, 2019 through June 3, 2020 |
| REQUISITION/REQUEST NUMBER NR 300 31949000005 | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4315161090 4 / MB00093431 |
| CONTRACTOR NAME AND ADDRESS Huber and Associates 1400 Edgewood Drive Jefferson City, MO 65109 | STATE AGENCY'S NAME AND ADDRESS State of Missouri, Office of Administration, Information Technology Services Division – Department of Corrections 301 W High St., Room 270 Jefferson City, MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CT170857001 is hereby amended pursuant to the attached amendment #002, dated 3/8/19. | |
| BUYER Brent Dixon | BUYER CONTACT INFORMATION Email: brent.dixon@oa.mo.gov Phone: (573) 751- 4903 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE 3/11/19 |
| DIRECTOR OF PURCHASING  Karen S. Boeger | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: CT170857001
TITLE: Software Maintenance & Support for DOC Legacy System
ISSUE DATE: 03/07/19

REQ NO.: NR 300 31949000005
BUYER: Brent Dixon
PHONE NO.: (573) 751-4903
E-MAIL: brent.dixon@oa.mo.gov

TO: Huber and Associates
1400 Edgewood Drive
Jefferson City, MO 65109

RETURN AMENDMENT BY NO LATER THAN: 03/15/19 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | shelby.williams@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

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

State of Missouri, Office of Administration,
Information Technology Services Division –
Department of Corrections
301 W. High St., Rm 270
Jefferson City, MO 65102

SIGNATURE REQUIRED

| | |
|--------------------------|---|
| VENDOR NAME | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| Huber & Associates, Inc. | 93431 |
| MAILING ADDRESS | |
| 1400 Edgewood Drive | |
| CITY, STATE, ZIP CODE | |
| Jefferson City, MO 65109 | |

| | |
|---|------------------------|
| CONTACT PERSON | EMAIL ADDRESS |
| Pam Kroeger | pkroeger@teamhuber.com |
| PHONE NUMBER | FAX NUMBER |
| 573-634-5000 | 573-634-5500 |
| 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 |
| | 03-08-19 |
| PRINTED NAME | TITLE |
| Elizabeth Huber | CEO |

AMENDMENT #002 TO CONTRACT CT170857001

CONTRACT TITLE: Software Maintenance & Support for DOC Legacy System

CONTRACT PERIOD: June 4, 2019 through June 3, 2020

The State of Missouri 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.

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.

| Description | Unit of Measure | Firm, Fixed Price per Quarter for up-to 140 hours per month (not to exceed 40 hours per week) |
|---|------------------------|--|
| Remote software maintenance, support and after hour emergency answering services (nights, weekends, and holidays) of the Department of Corrections' Legacy System | Quarter | \$60,000 |
| Description | Unit of Measure | Firm, Fixed Hourly Price for Over 140 hours per month |
| Remote software maintenance and support of the Department of Corrections' Legacy System | Hour | \$150.00 |
| After hour emergency answering services (nights, weekends, and holidays) | Hour | \$225.00 |



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

Comp
SFST 30034901700857

| | |
|--|---|
| CONTRACT NUMBER CT170857001 | CONTRACT TITLE Software Maintenance & Support for DOC Legacy System |
| AMENDMENT NUMBER 001 | CONTRACT PERIOD June 4, 2018 through June 3, 2019 |
| REQUISITION/REQUEST NUMBER NR 300 31948000001 | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4315161090 4 / MB00093431 |
| CONTRACTOR NAME AND ADDRESS Huber and Associates 1400 Edgewood Drive Jefferson City, MO 65109 | STATE AGENCY'S NAME AND ADDRESS State of Missouri, Office of Administration, Information Technology Services Division -- Department of Corrections 301 W High St., Room 270 Jefferson City, MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CT170857001 is hereby amended pursuant to the attached amendment #001, dated 4/6/18. | |
| BUYER Roy Burgess | BUYER CONTACT INFORMATION Email: roy.burgess@oa.mo.gov Phone: (573) 751- 1692 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER <i>Roy Burgess</i> | DATE 4/10/18 |
| DIRECTOR OF PURCHASING <i>Karen S. Boeger</i> Karen S. Boeger | |



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: CT170857001
TITLE: Software Maintenance & Support for DOC Legacy System
ISSUE DATE: 04/04/18

REQ NO.: NR 300 31948000001
BUYER: Roy Burgess
PHONE NO.: (573) 751-1692
E-MAIL: roy.burgess@oa.mo.gov

TO: Huber and Associates
1400 Edgewood Drive
Jefferson City, MO 65109

RETURN AMENDMENT BY NO LATER THAN: 04/12/18 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | shelby.williams@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

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

State of Missouri, Office of Administration,
Information Technology Services Division –
Department of Corrections
301 W. High St., Rm 270
Jefferson City, MO 65102

SIGNATURE REQUIRED

| | |
|--------------------------|---|
| VENDOR NAME | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) |
| Huber & Associates, Inc. | 93431 |
| MAILING ADDRESS | |
| 1400 Edgewood Drive | |
| CITY, STATE, ZIP CODE | |
| Jefferson City, MO 65109 | |

| | |
|---|-----------------------|
| CONTACT PERSON | EMAIL ADDRESS |
| Pam Kroeger | pkroeger@teamhuer.com |
| PHONE NUMBER | FAX NUMBER |
| 573-634-5000 | 573-634-5500 |
| 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 |
| | 4-6-18 |
| PRINTED NAME | TITLE |
| Elizabeth Huber | CEO |

AMENDMENT #001 TO CONTRACT CT170857001

CONTRACT TITLE: Software Maintenance & Support for DOC Legacy System

CONTRACT PERIOD: June 4, 2018 through June 3, 2019

The State of Missouri 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.

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.

| Description | Unit of Measure | Firm, Fixed Price per Quarter for up to 140 hours per month (not to exceed 40 hours per week) |
|---|-----------------|---|
| Remote software maintenance, support and after hour emergency answering services (nights, weekends, and holidays) of the Department of Corrections' Legacy System | Quarter | \$60,000 |

| Description | Unit of Measure | Firm, Fixed Hourly Price for over 140 hours per month |
|---|-----------------|---|
| Remote software maintenance and support of the Department of Corrections' Legacy System | Hour | \$150.00 |
| After hour emergency answering services (nights, weekends, and holidays) | Hour | \$225.00 |

1. Indicate Contract Amendment Type

RENEWAL: PERIOD OF 5 TOTAL

Renewal - % Increase Cost Savings
 Renewal - \$ Increase Cost Savings
 Renewal - W/O Increase
 SFS Renewal - Prices In Original Contract
 SFS Renewal - Prices Not in Original Contract

Performance Security Deposit: \$ _____
 Surety Bond: \$ _____
 Annual Wage Order Number: _____
 Annual Wage Order Date: _____
 County(ies): _____
 Other Instructions: _____

EXTENSION PERIOD:

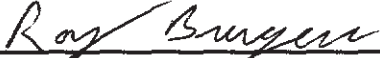

Extension - 30-Day
 Termination
 Extension - \$ Increase Cost Savings
 Extension - W/O Increase
 Assignment
 Cancellation/Termination
 Other Amendment

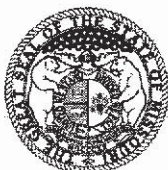
| Task | Route | Initial | Date |
|---|-------------------------------------|---------|-----------------|
| 2. Preliminary Tasks/Verifications | | | |
| A. Section 34.040.6, RSMo | Buyer/Section Support | SW | 4/4/18 |
| B. Purchasing Suspension List | Buyer/Section Support | SW | 4/4/18 |
| C. Federal Suspension - SAM.GOV | Buyer/Section Support | SW | 4/4/18 |
| D. Labor Stds - OA/FMDC Contractor Debarment Lists | Buyer/Section Support | SW | 4/4/18 |
| E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affidvt | Buyer | | |
| F. SFS Review/Justification - Insert Advertising Date, if applicable | Buyer | | |
| 3. Prepare Contract Amendment | | | |
| | Buyer/Section Support | SW | 4/4/18 |
| 4. Review/Approve Contract Amendment (If Signature Required) | | | |
| | Buyer | RB | 4/4 |
| Initial | Supervisor | X | Section Manager |
| Date | | X | Ass. Director |
| 5. E-Mail Contract Amendment (If Signature Required) | | | |
| Contractor E-Mail Address/Fax Number | Buyer/Section Support | SW | 4/4/18 |
| State Agency Contact E-Mail Address | | | |
| Section 34.040.6, RSMo, Letter | Follow-Up Notes: <u>Rou Burgess</u> | | |
| 6. Review Contract Amendment Response - Verifications | | | |
| A. Renewal/Extension Pricing | Buyer/Section Support | | |
| B. Section 34.040.6, RSMo | Buyer/Section Support | | |
| C. Performance Security Deposit/Surety Bond | Buyer/Section Support | | |
| D. Renewal/Extension with Cost Savings Language | Buyer | | |
| E. Statewide Notice | Buyer | | |
| F. SFS Authorized Limit \$ | Buyer | | |
| G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above | | | |
| 1. E-Verify Exhibit/Affidavit/Documentation | Buyer/Section Support | | |
| 2. Assignment and Consent Form | Buyer/Section Support | | |
| 3. Purchasing Suspension List | Buyer/Section Support | | |
| 4. Federal Suspension - SAM.GOV | Buyer/Section Support | | |
| 5. Labor Stds - OA/FMDC Contractor Debarment Lists | Buyer/Section Support | | |
| 7. Prepare Contract Amendment Award Document/Statewide Notice | | | |
| | Buyer/Section Support | SW | 4/9/18 |
| 8. Review/Approve Contract Amendment Award Document | | | |
| | Buyer | RB | 4/10 |
| Initial | Supervisor | X | Section Manager |
| Date | | X | Ass. Director |
| 9. Process Contract Amendment | | | |
| AM 300 PMM 00078454 | Buyer/Section Support | SW | 4/11/18 |
| Distribute E-Verify & SDV Documents | Buyer/Section Support | SW | 4/11/18 |
| E-Mail/Fax NOA to Contractor/Assignee & Agency Contact | Buyer/Section Support | | |
| Copy/Save As Statewide Notice to Internet Folder | Buyer/Section Support | | |
| 10. Log Participation Commitment Information | | | |
| | Central Support-Participation | | |
| 11. Image Contract Amendment Packet | | | |
| | Central Support-Imaging | | 4-30 |



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

| | |
|--|---|
| SOLICITATION NUMBER SFST30034901700857 | CONTRACT TITLE Software Maintenance & Support for DOC Legacy System |
| CONTRACT NUMBER CT170857001 | CONTRACT PERIOD June 4, 2017 through June 3, 2018 |
| REQUISITION NUMBER NR 300 31947000003 | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4315161090 4 / MB00093431 |
| CONTRACTOR NAME AND ADDRESS Huber and Associates 1400 Edgewood Drive Jefferson City, MO 65109 | STATE AGENCY'S NAME AND ADDRESS State of Missouri, Office of Administration, Information Technology Services Division – Department of Corrections 301 W High St., Room 270 Jefferson City, MO 65102 |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with Section 34.044, RSMo, the State of Missouri Division of Purchasing hereby establishes Contract CT170857001 for use by the State of Missouri, Office of Administration, Information Technology Services Division – Department of Corrections for software maintenance & support for DOC Legacy system pursuant to all terms, conditions, prices, and provisions of the attached Single Feasible Source document dated May 24, 2017, including the State of Missouri Terms and Conditions. All transactions between the State of Missouri, Office of Administration, Information Technology Services Division – Department of Corrections and Huber and Associates shall reference the State of Missouri contract number (CT170857001). | |
| BUYER Roy Burgess | BUYER CONTACT INFORMATION (573) 751-1692 roy.burgess@oa.mo.gov |
| SIGNATURE OF BUYER  | DATE 5/30/17 |
| DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT  | |



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING (PURCHASING)
 SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: SFST30034901700857
 TITLE: Software Maintenance & Support for DOC Legacy System
 ISSUE DATE: 05/24/17

REQ NO.: NR 300 31947000003
 BUYER: Roy Burgess
 PHONE NO.: (573) 751-1692
 E-MAIL: roy.burgess@oa.mo.gov

TO: Huber and Associates
 1400 Edgewood Dr
 Jefferson City, MO 65109

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | roy.burgess@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

CONTRACT PERIOD: June 4, 2017 through June 3, 2018

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

State of Missouri, Office of Administration,
 Information Technology Services Division – Department of Corrections
 301 W High St, Room 270
 Jefferson City, MO 65102-0809

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 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing 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. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered at the time their SFS proposal is submitted to the state, the company must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

| | |
|---|--|
| CONTRACTOR NAME Huber & Associates, Inc. | MissouriBUYS SYSTEM ID (SEE CONTRACTOR PROFILE - MAIN INFORMATION SCREEN) 93431 |
| MAILING ADDRESS 1400 Edgewood Drive | |
| CITY, STATE, ZIP CODE Jefferson City, MO 65109 | |

| | |
|-------------------------------|---|
| CONTACT PERSON Pam Kroeger | EMAIL ADDRESS pkroeger@teamhuber.com |
| PHONE NUMBER 573-634-5000 | FAX NUMBER 573-634-5500 |

CONTRACTOR TAX FILING TYPE WITH IRS (CHECK ONE)
 Corporation Individual State/Local Government Partnership Sole Proprietor IRS Tax-Exempt

| | |
|---------------------------------|------------------|
| AUTHORIZED SIGNATURE | DATE 05/24/17 |
| PRINTED NAME Elizabeth Huber | TITLE CEO |

1. INTRODUCTION:

Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with Huber and Associates for remote software maintenance and support for the DOC Legacy System consisting of Intervention Fees Integrations System, Kiosk Software, Offender Finance; and Point of Sale Software on an as needed, if needed basis for the Department of Corrections. The State of Missouri provides no guarantee of quantities.

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 software maintenance and support 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 Purchasing, a binding contract shall exist between Huber and Associates 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 31, 2017. If you have any questions, you may contact me at (573) 751-1692.

This document establishes a contract for the acquisition of remote software maintenance and support for the State of Missouri, Office of Administration, Information Technology Services Division, Department of Corrections for the existing DOC Legacy System. Similar services were previously acquired under contract C212069001. The remote software maintenance and support shall be provided in accordance with the requirements and provisions stated herein and in accordance with Chapter 34.044 of the Revised Missouri State Statutes for single feasible source procurements.

2. SCOPE OF WORK:**2.1 General Requirements:**

2.1.1 The contractor shall provide software maintenance and support remotely for the DOC Legacy System consisting of Intervention Fees Integrations System, Kiosk Software, Offender Finance; and Point of Sale Software for the Department of Corrections (hereinafter referred to as the "state agency").

2.1.2 The contractor shall perform all services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.

2.2 Functionality Requirements:

2.2.1 The contractor must provide software maintenance and support remotely for the DOC's Offender Financial Services' computer software applications on an as needed, if needed basis. The applications that must be maintained and supported include, but are not necessarily limited to the following:

- a. Intervention Fees Integrations Systems;

- b. Kiosk Software;
 - c. Offender Finance; and
 - d. Point of Sale Software.
- 2.2.2 The contractor must provide the following services which must be included in the firm, fixed cost for software support:
- a. The contractor must provide live help desk support as the single initial point of contact, Monday through Friday 8:00 AM to 5:00 PM Central Time, excluding state holidays.
 - 1) The contractor must provide basic help desk support and instructions for all applications.
 - 2) The contractor must provide trouble shooting and problem resolution.
 - 3) The contractor must repair/fix all software issues identified by the DOC.
 - b. The contractor must provide emergency answering service for nights, holidays and weekends, with paging access to knowledgeable, experienced contractor staff.
- 2.2.3 The contractor's issue/problem notification process must include an ITSD On-Line Help Desk (OHD) Ticket for tracking and verification purposes.
- a. The OHD ticket must contain the name and contact information of the individual reporting the issue and a brief description of the problem.
 - b. The contractor must respond within one hour of notification by the DOC/designee including the receipt of an ITSD On-Line Help Desk (OHD) Ticket.
 - c. In situations the DOC deems critical, and upon written request, the contractor must provide the DOC with hourly progress reports via telephone or email to designated ITSD staff which describes the progress made, anticipated time for problem resolution, and/or final resolution to issue.
 - d. The contractor must contact the state agency designee when eight hours have been spent on one OHD ticket without successful issue/problem resolution for authorization to continue or direction. Upon notification and verification of the issue/problem resolution, the OHD ticket will be updated and closed by ITSD staff.
- 2.2.4 All invoices submitted for payment must be submitted to OA-ITSD and must be itemized to include the contract number, the OHD ticket number, the date(s) of service, the number of hours expended on the issue, the hourly rate charged, and total amount requested. A detailed description of the issue/problem resolution and the date of issue/problem resolution must be included, or if the issue/problem was not resolved, a description of what service was performed must be fully described.
- a. Charges for services provided at less than one hour shall be prorated to the nearest 15 minute increment.
- 2.2.5 For the Intervention Fees Integrations Systems and the Kiosk Software the contractor must have the ability to support the kiosk applications remotely to resolve issues.

- 2.2.6 Upon award of contract, the contractor shall provide the DOC with the names and contact information (call down list) for all contacts, including after hours and emergency contacts.
- 2.2.7 Immediately after contract award, the contractor must work with the ITSD/DOC Client Services Manager/designee to obtain access to the DOC information system.
- 2.2.8 A Missouri Uniform Law Enforcement System (MULES) background check must be conducted for each of the contractor's employees before access to any DOC computer system is granted.
- 2.2.9 The contractor should provide a detailed description of the maintenance that will be performed.

3. GENERAL CONTRACT REQUIREMENTS:

- 3.1 **Contract:** A binding contract shall consist of: (1) this contract document, and any amendments thereto, (2) the contractor's response, (3) clarification of the response, if any, and (4) the Division of Purchasing's acceptance of the response by "notice of award" or by "purchase order". All Exhibits and Attachments included in this contract shall be incorporated into the contract by reference.

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.

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

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing 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.

- 3.2 **Contract Period:** The original contract period shall be June 4, 2017 through June 3, 2018. 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 Purchasing shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the Division of Purchasing exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

If the option for renewal is exercised by the Division of Purchasing, 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.

If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

- 3.3 **Contract Price:** All prices shall be as indicated on the Pricing Page in Exhibit A of this document. The state shall not pay nor be liable for any other additional costs including but not limited to travel, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, travel, etc.
- 3.4 **Invoicing and Payment Requirements:** 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 RFP.

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>.

The State of Missouri may make advance payments.

The contractor shall submit invoices to OA-ITSD.

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

Travel time from the contractor's office to the state agency facility or from the state agency facility to the contractor's office or residence or travel time from the designated design firm to the contractor's office or residence shall not be considered billable time.

- 3.5 **Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

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.

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.

- 3.6 **Termination:** The Division of Purchasing 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.
- 3.7 **Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.8 **Assignment:** The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing.
- 3.9 **Confidentiality and Security Documents:** If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 3.10 **Location of Work Performed:** All services provided must be performed within the continental United States.
- 3.11 **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" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), 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 B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.
- 3.12 **Contractor's Personnel:** The contractor shall only utilize 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.

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.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

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 Division of Purchasing 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 Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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.

- 3.13 **Intellectual Property Rights:** The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any products delivered to the State of Missouri or the right to license, transfer or assign any and all products that are licensed, transferred, or otherwise provided to the state by the contractor pursuant to this contract. Upon request of the State of Missouri, the contractor shall demonstrate that all aspects of the Licensed Software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 3.14 **Software Rights:** The State of Missouri acknowledges that the licensed products are proprietary and are the intellectual property of the contractor. The state shall only use the software in accordance with the licensing terms and conditions as provided in this contract. The state shall not permit the licensed products, acquired under this contract, to be used by any other person except for employees, users, agents and/or consultants of the state agency ("Authorized Agency") who need to use the licensed products in the performance of their duties for the state and who are authorized and enabled by the State of Missouri to access and utilize the licensed products.
- 3.15 **Coordination:** The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the

Division of Purchasing and Materials Management throughout the effective period of the contract.

3.16 Transition:

Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.

Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency.

The contractor shall transmit any and all data or documents created and saved to the state agency at the time of contract expiration or termination. Data shall be transmitted in a mutually acceptable format.

3.17 Affidavit of Work Authorization and Documentation:

- 3.17.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>) 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 B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

3.18 Contractor's Personnel:

- 3.18.1 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.
- 3.18.2 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.
- 3.18.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 3.18.4 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 Division of Purchasing 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 Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.18.5 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.

3.19 **Executive Order 04-09:** In providing a response, the contractor should review Executive Order 04-09 (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf) and provide adequate explanation of any offshore (outside the United States) product/service provided or performed that meets or can be justified pursuant to exception conditions described in Section 4 of the Executive Order by completing Exhibit C.

3.20 **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 addendum signature page(s) 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 Division of Purchasing. 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)

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

EXHIBIT A

Pricing Page

The contractor shall complete the following required firm, fixed pricing necessary to meet the mandatory requirements of this contract for the original contract period and potential renewal periods.

A.1 Original Contract Period:

| Description | Unit of Measure | Firm, Fixed Price per Quarter for up to 140 hours per month (not to exceed 40 hours per week) |
|--|-----------------|---|
| Remote software maintenance, support, and after hour emergency answering services (nights, weekends, and holidays) of the Department of Corrections' Legacy System | Quarter | \$60,000 |

| Description | Unit of Measure | Firm, Fixed Hourly Price for over 140 hours per month |
|---|-----------------|---|
| Remote software maintenance and support of the Department of Corrections' Legacy System | Hour | \$150.00 |
| After hour emergency answering services (nights, weekends, and holidays) | Hour | \$225.00 |

A.2 Renewal Period Pricing:

1) Remote software maintenance, support, and after hour emergency answering services (nights, weekends, and holidays) of the Department of Corrections' Legacy System:

1st Renewal Period Firm, Fixed Unit Price per quarter for up to 140 hours per month (not to exceed 40 hours per week): **\$60,000**

2nd Renewal Period Firm, Fixed Unit Price per quarter for up to 140 hours per month (not to exceed 40 hours per week): **\$60,000**

3rd Renewal Period Firm, Fixed Unit Price per quarter for up to 140 hours per month (not to exceed 40 hours per week): **\$60,000**

4th Renewal Period Firm, Fixed Unit Price per quarter for up to 140 hours per month (not to exceed 40 hours per week): **\$63,000**

5th Renewal Period Firm, Fixed Unit Price per quarter for up to 140 hours per month (not to exceed 40 hours per week): **\$66,150**

2) Remote software maintenance and support when over 140 hours of support have been provided in a month:

1st Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$150**

2nd Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$150**

3rd Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$150**

4th Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$165**

5th Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$175**

3) After hour emergency answering services (nights, weekends, and holidays) of the Department of Corrections' Legacy System

1st Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$225**

2nd Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$225**

3rd Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$225**

4th Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$248**

5th Renewal Period Firm, Fixed Unit Price per hour for over 140 hours per month: **\$263**

EXHIBIT B
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.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

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 CT170857001 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 Division of Purchasing 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 B, 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 _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity Representative's Name (Please Print)

Authorized Business Entity Representative's Signature

Business Entity Name

Date

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:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; 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 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 Department 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

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

EXHIBIT B, 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 _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (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 _____ (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.)

| | |
|--|----------------------------|
| _____ | _____ |
| <i>Authorized Representative's Signature</i> | Printed Name |
| _____ | _____ |
| Title | Date |
| _____ | _____ |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary *Date*

EXHIBIT B, 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 **Huber & Associates, Inc.** (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 state agency 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 Department 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 State Agency or Public University* to Which Previous E-Verify Documentation Submitted: **State of Missouri**

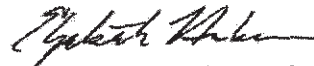
(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University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

Date of Previous E-Verify Documentation Submission: **03/07/16**

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: **CT160540001** (if known)

Elizabeth Huber

Authorized Business Entity Representative's Name (Please Print)



Authorized Business Entity Representative's Signature

Huber & Associates, Inc.

Business Entity Name

05-24-17

Date

ehuber@teamhuber.com

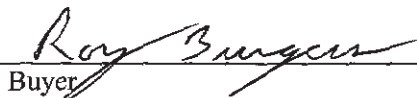
E-Mail Address

180036

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:


Buyer

5/24/17
Date

EXHIBIT C

MISCELLANEOUS INFORMATION

Outside United States

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

| | | |
|--|------------------------------|--|
| Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| If YES, do the proposed products/services satisfy the conditions described in section 4. Subsections 1., 2., 3., or 4. of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo_04_009.pdf) http://www.sos.mo.gov/library/reference/orders/2004/eo_04_009.asp) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| If YES, mark the appropriate exemption below, and provide the requested details: <input type="checkbox"/> 1. Unique good or service. <ul style="list-style-type: none"> • EXPLAIN: _____ <input type="checkbox"/> 2. Foreign firm hired to market Missouri services/products to a foreign country. <ul style="list-style-type: none"> • Identify foreign country: _____ <input type="checkbox"/> 3. Economic cost factor exists <ul style="list-style-type: none"> • EXPLAIN: _____ <input type="checkbox"/> 4. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: ___% • Specify what contract work would be performed outside the United States: _____ | | |

**STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)**

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Purchasing 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.

9. 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.

10. 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.

11. 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.

12. 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).

13. 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 contractor if the contractor or an affiliate of the contractor 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 contractor" shall mean any person or entity that is controlled by or is under common control with the contractor, 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.

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