



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>

SFS NUMBER SFSC30034901700026	CONTRACT TITLE Schneider Electric Intelligent Automation Network 8000 (HVAC Parts, Labor & Upgrades)
CONTRACT NUMBER CC170026001	CONTRACT PERIOD August 1, 2016 through July 31, 2017
REQUISITION/REQUEST NUMBER NR 300 22006000101	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4808164500 9 / MB00090359
CONTRACTOR NAME AND ADDRESS C&C Group 2414-B Hyde Park Road Jefferson City, MO 65109	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction Various State Owned Facilities Located Mostly Outside the Jefferson City, Missouri Area
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 CC170026001 for use by the OA/FMDC for Schneider Electric Intelligent Automation Network 8000 (HVAC Parts, Labor and Upgrades), pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the OA/FMDC and C&C Group shall reference the State of Missouri contract number CC170026001.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: kristina.cramer@oa.mo.gov Phone: (573) 751-1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE July 28, 2016
DIRECTOR OF PURCHASING <i>David Berger</i>	



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

SFS NO.: SFSC30034901700026
TITLE: SCHNEIDER ELECTRIC INTELLIGENT AUTOMATION
NETWORK 8000 (HVAC PARTS, LABOR & UPGRADES)
ISSUE DATE: 7/13/16

REQ NO.: NR 300 22006000101
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
EMAIL: Kristina.Cramer@oa.mo.gov

TO: C&C GROUP
2414-B HYDE PARK ROAD
JEFFERSON CITY, MO 65109

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

SCAN AND E-MAIL TO:	Kristina.Cramer@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: AUGUST 1, 2016 THROUGH JULY 31, 2017

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

OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN & CONSTRUCTION
VARIOUS STATE OWNED FACILITIES
LOCATED MOSTLY OUTSIDE THE JEFFERSON CITY, MISSOURI AREA

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

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
C&C Group	4808164500 9
MAILING ADDRESS	
2414-B Hyde Park Road	
CITY, STATE, ZIP CODE	
Jefferson City MO 65109	

CONTACT PERSON	EMAIL ADDRESS
Tim Marshment	Tmarshment@c-cgroup.com
PHONE NUMBER	FAX NUMBER
573-632-4247	573-632-4242
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
	07/19/2016
PRINTED NAME	TITLE
Tim Marshment	Vice President/General Manager

1. PURPOSE:**1.1 Establishment of Contract**

- 1.1.1 In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing desires to enter into a contract with C&C Group as a single feasible source for maintaining the Schneider Electric Intelligent Automation/Network 8000, the I/A Series and Niagara Platform, and the DMS/Micro-Smart (formerly Robertshaw) Platform to include HVAC parts, labor and minor upgrades at various state owned facilities located throughout the state, in which most are outside of the Jefferson City, Missouri area for the Missouri Office of Administration, Division of Facilities Management, Design and Construction. The requirements have been posted in accordance with 34.044 RSMo.
- 1.1.2 The contractor shall understand and agree that the purpose of the contract is for the purchase of maintenance on existing Schneider Electric Intelligent Automation/Network 8000, the I/A Series and Niagara Platform, and the DMS/Micro-Smart (formerly Robertshaw) Platform HVAC system. Ancillary, limited upgrades, enhancements, and expansions of existing systems shall be allowed as part of maintenance service.

2. GENERAL CONTRACTUAL AND PERFORMANCE 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 Purchasing'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.
- 2.1.2 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.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 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.

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 Purchasing shall have the right, at its sole option, to renew the contract for two (2) 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 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 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.
- 2.3.2 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.3 The Division of Purchasing does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.4 Prices and Percentages:

- 2.4.1 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.
- 2.4.2 All prices shall include all packing, handling, shipping and freight charges F.O.B. Destination, Freight Prepaid and Allowed. 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.
- a. The contractor shall understand and agree that the price list/catalog pricing or trade pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every twelve (12) months.
 - b. The firm, fixed percentage discounts quoted for line items 5 and 6, and the firm, fixed percentage mark-up quoted for line item 7 shall apply to current manufacturer list pricing for all system supplies and parts.
 - c. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount percentage shall be applied to the lowest listed price for that item. The State of Missouri shall always receive the lowest price the item.
 - d. The contractor must provide a contract price listing/catalog or trade pricing (with products clearly identified) to the state agency upon request. Price lists/catalogs shall also be promptly provided to the state agency as the price lists/catalogs change and/or pricing is updated.
 - e. The contractor shall understand and agree that the firm, fixed percentage discounts and the firm, fixed percentage mark-ups shall remain the same throughout the duration of the contract.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the single feasible source.
- 2.5.2 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>.

2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 2, "Invoicing and Payment") unless otherwise addressed herein, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated herein. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

2.6 Invoicing:

2.6.1 The contractor shall submit an itemized invoice for maintenance service, support, labor, materials, and supplies and repair services, including emergency services to the state agency address listed on the purchase order. The contractor shall submit invoices for all parts, material, supplies and labor purchased or invoiced from a third party.

2.6.2 In no event shall the amount paid to the contractor for any repair services exceed the quoted guaranteed not-to-exceed total price provided by the contractor and approved by the state agency as set forth herein.

2.7 Insurance:

2.7.1 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. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

a. In the event any insurance coverage is canceled, the state agency must be notified within thirty (30) calendar days.

2.8 Contractor Liability:

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.9 Coordination:

2.9.1 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 throughout the effective period of the contract.

2.10 Business Compliance:

2.10.1 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) 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 may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

2.11 Compliance with Terms and Conditions:

2.11.1 The contractor's response shall not take exception to or conflict with the mandatory requirements of the SFS (denoted by the words "must" and "shall") including the SFS terms and conditions.

2.11.2 The contractor is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the SFS and its contractual requirements.

2.11.3 The contractor's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the SFS, must be submitted herein. The contractor shall be required to do one of the following if terms and conditions are submitted: (1) The contractor must clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the SFSC30034901700026, the SFS shall govern" or (2) Sign the signature block in **Exhibit A**, entitled "Addendum to the Contractor's Terms and Conditions". Failure to place this statement with the contractor's terms and conditions or not signing **Exhibit A** and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the contractor.

2.12 Contractor's Personnel:

2.12.1 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.

2.12.2 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.

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

2.12.4 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.

2.12.5 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.

2.13 Affidavit of Work Authorization and Documentation:

2.13.1 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/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.

2.14 Federal Funds Requirement:

2.14.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments 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 money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.15 Debarment Certification:

2.15.1 The contractor certifies by signing the signature page of this original document and any addendum signature page(s) 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 C with their response. This document must be satisfactorily completed prior to award of the contract.

2.16 Independent Contractor:

- 2.16.1 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 an agency 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.
- 2.17 Termination:**
- 2.17.1 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.
- 2.18 Estimated Quantities:**
- 2.18.1 The quantities indicated herein are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.19 Report Requirement:**
- 2.19.1 At no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency from the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.
- 2.20 Prison Rape Elimination Act (PREA) Requirements (Missouri Department of Corrections Only):**
- 2.20.1 The Missouri Department of Corrections requires that all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.20.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.20.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statues, Department rules, regulations, guidelines, internal management policy 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 agents or employees, shall not obstruct the Department nor 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 policy 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 abusive

contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

- b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

2.20.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

3.1.1 The contractor must provide all maintenance service, support, labor, materials, and supplies and repair services required to maintain the full functionality of the Schneider Electric Intelligent Automation/Network 8000, the I/A Series and Niagara Platform, and the DMS/Micro-Smart (formerly Robertshaw) 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 enhancements as further defined herein.

a. Missouri Department of Corrections:

- 1) Southeast Correctional Center, 300 E. Pedro Simmons Drive, Charleston, MO 63834
- 2) Western Correctional Center, 609 E. Pence Road, Cameron, MO 64429
- 3) Fulton Reception Diagnostic Correctional Center, 1393 Rt. O, Fulton, MO 65251
- 4) Women's Eastern Reception Diagnostic Correctional Center, 1101 E. Hwy. 54, Vandalia, MO 63382
- 5) Northeast Correctional Center, 13698 Airport Road, Bowling Green, MO 63334
- 6) Moberly Correctional Center, 5201 S. Morley, Moberly, MO 65270
- 7) Chillicothe Correctional Center, 3151 Litton Road, Chillicothe, MO 64601

b. Missouri Department of Mental Health:

- 1) Northwest Habilitation Center, 11 Brady Circle, St. Louis, MO 63114
- 2) St. Charles Habilitation Center, 22 Marr Lane, St. Charles, MO 63303
- 3) Fulton State Hospital, 600 E. 5th Street, Fulton, MO 65251
- 4) South County Habilitation Center, 2312 Lemay Ferry Road, St. Louis, MO 63125

c. Missouri Department of Elementary and Secondary Education:

- 1) Green Valley State School, 1601 E. Pythian, Springfield, MO 65802-2141
- 2) College View State School, 1101 N. Goetz Blvd., Joplin, MO 68401-1431
- 3) Oakview State School, 200 Linden Street, Monett, MO 65708-2465
- 4) Lillian Schaper State School for the Severely Handicapped, 902 Independence Dr., Bowling Green, MO 64334
- 5) Cedar Ridge State School, 901 N. Olive Street, Nevada, MO 64772
- 6) Missouri School for the Blind, 3815 Magnolia Avenue, St. Louis, MO 63110
- 7) Missouri School for the Deaf, 505 E. 5th Street, Fulton, MO 65251

d. Missouri Department of Social Services:

- 1) Division of Youth Services – Fulton Treatment Center, 1650 Hwy. O, Fulton, MO 65251

e. Missouri Department of Labor and Industrial Relations:

- 1) Springfield Department of Labor and Industrial Relations Building, 505 E. Walnut, Springfield, MO 65806

2) Kansas City Department of Labor and Industrial Relations Building, 1410 Genesee, Kansas City, MO 64106

f. Missouri Army National Guard:

- 1) Missouri Army National Guard – Albany, 411 N. College, Albany, MO 64402
- 2) Missouri Army National Guard – Kansas City, 7600 Ozark Road, Kansas City, MO 64129
- 3) Missouri Army National Guard – Jefferson Barracks, 24 Davis Street, Jefferson Barracks, MO 63125
- 4) Missouri Army National Guard – Springfield AVCRAD, 2501 N. Lester Jones, Springfield, MO 65803
- 5) Missouri Army National Guard – Macon, 1616 S. Missouri St., Macon, MO 63552
- 6) Missouri Army National Guard – Ft. Leonard Wood RTSM, Artillery Circle, Bldg. 1270, Ft. Leonard Wood, MO 65473
- 7) Missouri Army National Guard – Whiteman AFB, AASF, 907 Arnold Ave., Whiteman AFB, MO 65305
- 8) Missouri Army National Guard – Ike Skelton Training Site, 2302 Militia Dr., Jefferson City, MO 65101
- 9) Missouri Army National Guard – Jefferson City, 801 Armory Drive, Jefferson City, MO 65109
- 10) Missouri Army National Guard – Columbia, 5151 N. Roger I Wilson Memorial Drive, Columbia, MO 65202

3.1.2 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.

3.2 Security and Personnel:

3.2.1 The contractor's personnel shall be reasonably dressed and groomed while at the facilities.

3.2.2 Upon arrival to the facilities and prior to beginning service, the contractor and the contractor's personnel shall follow the sign-in procedures specified below:

- a. If Department of Corrections (DOC) or Department of Mental Health (DMH) facilities are provided services through this SFS, then the contractor shall provide five (5) days advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the contractor and the contractor's personnel must present a photo form of legal identification, the tools being taken into the facilities, and a written inventory of the tools for verification.
- b. If Department of Elementary and Secondary Education (DESE) facilities are provided services through this SFS, the contractor shall provide forty-eight (48) hours advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the contractor and the contractor's personnel shall sign in at the main reception/front desk or with the building manager.
- c. If Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC), Department of Social Services, Department of Labor and Industrial Relations, or Missouri Army National Guard facilities are provided services through this SFS, the contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the facility.
- d. 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.

3.2.3 **Contractor Badge:** The contractor shall obtain a Contractor Badge from each location for the Department of Corrections, the Department of Mental Health, the Missouri State Highway Patrol and from each Office of Administration, Division of Facilities Management, Design and Construction regional office. The contractor's personnel shall wear the Contractor Badge at all times while working at each facility.

3.2.4 **Security Clearance:** The contractor and the contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract.

- a. By no later than fifteen (15) calendar days after the effective date of the contract, the contractor shall provide the following:
 - 1) For the contractor's personnel assigned to provide services at any Department of Corrections facility, the contractor must submit a list of names, social security numbers, and dates of birth of the contractor's personnel to the applicable Department of Corrections facility.
 - 2) For the contractor's personnel assigned to provide services at any Department of Mental Health facility, the contractor must submit a list of names, social security numbers, and dates of birth of the contractor's personnel to the applicable Department of Mental Health facility.
 - 3) For the contractor's personnel assigned to provide services at any Office of Administration, Division of Facilities Management, Design and Construction facility, the contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State ID Badge Office, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
 - 4) For the contractor's personnel assigned to provide services at any Missouri State Highway Patrol facility, the contractor must submit a list of names, social security numbers and dates of birth of the contractor's personnel to: Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State Highway Patrol Service Level Manager, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
- b. For each new person assigned to provide services, the contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
- c. On the annual anniversary date that personnel were assigned to the building, the contractor must submit a new Highway Patrol security clearance for each of the contractor's personnel.
- d. The state agency shall have the right to deny any of the contractor's personnel access to any facility for any reason.

3.3 Repair Service Requirements:

- 3.3.1 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's list/catalog price for parts and materials, and the firm, fixed percentage mark-up for subcontract parts and labor 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.

3.4 Ancillary System Upgrade, Enhancement and Limited System Expansion Services For Existing Systems:

- 3.4.1 As part of maintenance service provided, the contractor shall also provide system upgrade, enhancement, and limited system expansion services ancillary to and part of existing system configurations only at the request of and with the prior written approval of the state agency.
- 3.4.2 For purposes of this document the following definitions shall apply:
- a. System Upgrade Services shall be defined as services, repairs, or parts that provide the most recent version of any system component.
 - b. System Enhancement Services shall be defined as services, repairs, or parts that provide improved overall system efficiency and operation.
 - c. Limited System Expansion shall mean literal physical growth of the system beyond the system's configuration specific to the identified location at the time of contract award.
- 3.4.3 In the event the state agency requests the contractor to provide a system upgrade, enhancement, or expansion, the contractor shall provide the state agency with a guaranteed not-to-exceed total price for such prior to beginning the system upgrade, enhancement, or expansion services.
- a. The guaranteed not-to-exceed total price shall be computed using the firm, fixed per hour price for labor, plus the applicable firm, fixed percentage discount or mark-up applied to current manufacturer's list/catalog price for parts and materials as stated on the Pricing Page.
 - b. The contractor shall provide a detailed description of all materials and services required to upgrade and enhance the system.
 - c. If the guaranteed not-to-exceed price is approved by the state agency and if the state agency authorizes the contractor to perform the system upgrade or enhancement, the contractor shall proceed with the approved upgrade or enhancement service.
- 3.4.4 The contractor shall provide all labor, materials, and equipment to upgrade, enhance, or expand the existing system.
- 3.4.5 The contractor shall provide the standard manufacturer's warranty for the approved upgrade, enhancement, or expansion.
- 3.4.6 The contractor shall provide additional training, whether required by the contractor or the state agency. The contractor shall provide the additional training needed for the successful operation of the upgrade, enhancement, or expansion of the system at no additional charge. The contractor shall provide updated manuals/user-guides to the state agency at no charge.
- 3.5 Schneider Electric Brand Supplies and Catalogs:**
- 3.5.1 The contractor shall understand that due to the state agency's utilization of Schneider Electric brand HVAC equipment at the locations identified herein, the contractor must provide Schneider Electric brand HVAC maintenance and supplies to maintain system integrity.
- 3.5.2 The contractor must provide current Schneider Electric Intelligent Automation/Network 8000 including the I/A Series and Niagara Platform, and the DMS/Micro-Smart Platform line catalogs and price lists annually. CD's are acceptable, and should be made available to requesting state agency maintenance staff.
- 3.5.3 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.
- 3.5.4 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.

- 3.5.5 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 Purchasing shall be the final authority as to acceptability of any proposed substitution.
- 3.5.6 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
- 3.5.7 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.

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

- 3.6.1 The contractor shall invoice for actual service performed in accordance with the applicable hourly pricing shown on the Pricing Page for line items 1 through 4.
- 3.6.2 The contractor shall provide system control parts and devices that are considered programmable DDC components at the firm, fixed percentage discount quoted for line item 5 on the contract as applied to the current manufacturer's suggested retail price for the specific part or device.
- 3.6.3 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 6 on the contract as applied to the current manufacturer's suggested retail price for the specific part or device.
- 3.6.4 The contractor shall be paid for system parts and devices not normally stocked by the contractor in accordance with the firm, fixed mark-up quoted for line item 7. The mark-up percentage 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.
- 3.6.5 The contractor shall submit an itemized invoice to the state agency upon completion of any work performed under the contract. Itemization on the invoice must follow the line items identified on the Pricing Page of the subject contract.

3.7 Replacement of Damaged Product:

- 3.7.1 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.

3.8 Delivery Performance:

- 3.8.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein 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.

3.9 Compliance with Clean Air Act of 1990:

3.9.1 The contractor shall comply with all aspects of the Clean Air Act of 1990. All service technicians provided by the contractor shall be EPA certified "universal", and the contractor shall provide the state agency with proof of certification if requested. The contractor shall handle all chemicals, materials, substances, etc., as required by the Clean Air Act of 1990.

3.10 Warranty Requirements:

3.10.1 The contractor shall provide at a minimum, a one (1) year warranty on all parts and labor furnished.

The contractor shall conform to the specifications contained herein. The contractor shall submit firm, fixed pricing for all items listed below. All pricing shall be quoted F.O.B. Destination, Freight Prepaid and Allowed and shall be considered firm and fixed for the duration of the contract period.

C/S Code: 25172700

Environmental Control Systems

Line Item	Item Description	Estimated Quantity	Original Contract Period (Firm, Fixed Price)	1st Renewal Maximum Price (Firm, Fixed Price)	2nd Renewal Maximum Price (Firm, Fixed Price)
1	Firm, Fixed Hourly Rate for Service Engineer – Basic Hourly Rate	100	\$110. /HR	\$112. /HR	\$115. /HR
2	Firm, Fixed Hourly Rate for Service Engineer – Overtime Hourly Rate	25	\$165. /HR	\$168. /HR	\$172.5 /HR
3	Firm, Fixed Hourly Rate for Journeyman Electrician – Basic Hourly Rate	100	\$104. /HR	\$106. /HR	\$108. /HR
4	Firm, Fixed Hourly Rate for Journeyman Electrician – Overtime Hourly Rate	25	\$156. /HR	\$159. /HR	\$162. /HR

NOTE ABOUT RENEWAL OPTIONS

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of two (2) additional years. The contractor must respond with renewal pricing.

The contractor must indicate the maximum price applicable to each renewal option. If a dollar amount is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The amounts indicated shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

Indicate the maximum unit prices to be charged for each renewal period. Note that the prices can reflect price maximum increases or minimum decreases over the original contract prices.

In addition to the above, the contractor shall provide a firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system control parts and devices for line items 5 and 6. Furthermore, the contractor shall provide a firm, fixed percentage mark-up over the current manufacturer suggested retail price for line item 7. The contractor shall understand and agree that the firm, fixed percentage discounts and mark-up shall remain the same throughout the duration of the contract.

C/S Code: 25172700

Environmental Control Systems

Line Item	Item Description	Estimated Quantity	Percentage Discount / Mark-Up
5	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	1	38% Discount
6	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	1	58% Discount
7	System Parts and Devices Not Normally Stocked by the Contractor – Firm, fixed percentage mark-up over the current manufacturer suggested retail price for the item	1	26.5% Mark-Up

WARRANTY

The contractor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty of Parts: 2 years

Warranty of Labor: 1 Year

EXHIBIT A

ADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS

By signing the signature block below, the contractor hereby declares understanding and agreement with the following: (1) that the language of this SFS shall govern in the event of a conflict with his/her response, including any pre-printed terms and conditions documents that are submitted as part of his/her response, and (2) that any of the contractor's terms and conditions contained in the submitted response or pre-printed terms and conditions documents that conflict with the SFS's terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the contractor's response or pre-printed terms and conditions documents that are not in conflict with the SFS shall apply hereto.

(SIGNATURE REQUIRED)

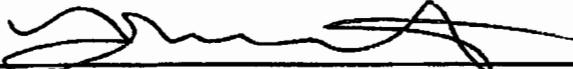
	07/19/2016
AUTHORIZED SIGNATURE Tim Marshment	DATE Vice President/ General Manager
PRINTED NAME	TITLE
C&C Group	
VENDOR'S COMPANY NAME	

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 _____ SFSC30034901700026 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 state agency 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.

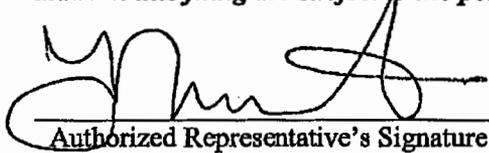
EXHIBIT B, continued

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 Tim Marshment as Vice President, General Manager first being duly sworn on my oath, affirm C & C GROUP 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 C & C Group 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.)


Authorized Representative's Signature

Tim Marshment
Printed Name

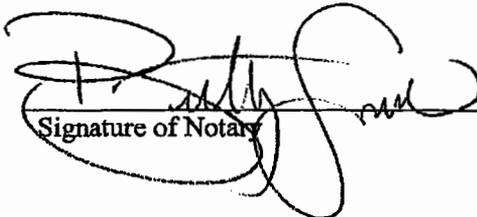
Vice President, General Manager
Title

July 19, 2016
Date

tmarshment@c-cgroup.com
E-Mail Address

215811
E-Verify Company ID Number

Subscribed and sworn to before me this 19 of July 2016. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Greene, State of
(NAME OF COUNTY)
Missouri, and my commission expires on Jan 31, 2017.
(NAME OF STATE) (DATE)


Signature of Notary

71916
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 C&C Group (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).

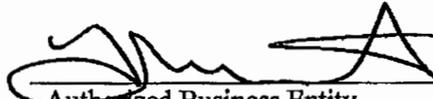
Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted:
Division of Facilities Management and Construction

(*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: May 2015

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: C114008001
(if known)

Tim Marshment
Authorized Business Entity Representative’s
Name (Please Print)


Authorized Business Entity
Representative’s Signature

215811
E-Verify MOU Company ID Number

Tmarshment@c-cgroup.com
E-Mail Address

C&C Group
Business Entity Name

07/19/2016
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

E-Verify



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 215811

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **C & C Sales Inc.**

Mary Baragary

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

05/26/2009

Date



Company ID Number: 215811

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: C & C Sales Inc.

Company Facility Address: 10012 Darnell

Lenexa, KS 66215

Company Alternate
Address:

County or Parish: JOHNSON

Employer Identification
Number: 480816450

North American Industry
Classification Systems
Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified
for: 5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- KANSAS 2 site(s)
- MISSOURI 3 site(s)



Company ID Number: 215811

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Mary Baragary	Fax Number:	(913) 888 - 0544
Telephone Number:	(913) 529 - 6282		
E-mail Address:	mbaragary@c-ogroup.com		



C&CSALE-03

KBOOTH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Robert E Miller Group 8383 College Blvd., Suite 400 Overland Park, KS 66211	CONTACT NAME: PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1641 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED C & C Sales, Inc. and C&C Group 10012 Darnell Street Lenexa, KS 66215	INSURER A: Zurich America Ins Co. (AC) 16535	
	INSURER B: Travelers Insurance (AC) 19046	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO483975104	03/01/2016	03/01/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP483975204	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP1483721216NF	03/01/2016	03/01/2017	EACH OCCURRENCE	\$ 9,000,000
						AGGREGATE	\$ 9,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC483975004	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

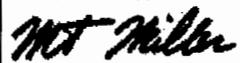
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Schnelder Electrical Intelligent Automation Network, System ID: 48081645009

State of Missouri, its agencies, employees, and clients are additional insured as respects to General Liability for ongoing and completed operations, on a primary, noncontributory basis, as required by written contract. Waiver of subrogation applies where allowed by state law. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

State of Missouri - Office of Administration Division of Purchasing PO Box 809 Jefferson City, MO 65102-0809	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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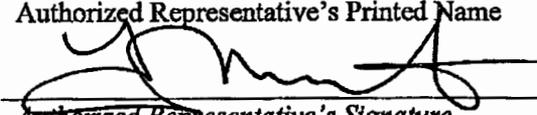
EXHIBIT C

**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 proposal, 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 department or agency.
- (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 proposal.

C&C Group	07-306-6847
Company Name	DUNS #
Tim Marshment	Vice President/General Manager
Authorized Representative's Printed Name	Authorized Representative's Title
	07/18/2016
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, 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 Department 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 proposal 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," "proposal," 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 proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal 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 proposal 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.

**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 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 vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

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

Revised 08/17/15

END OF DOCUMENT

Jeremiah W. (Jay) Nixon
Governor



Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

July 12, 2016

C&C Group
Attn: Tim Marshment
2414-B Hyde Park Road
Jefferson City, MO 65109

Email: tmarshment@c-cgroup.com

RE: Attached Proposed Contract

Dear Mr. Marshment:

In accordance with 34.044 RSMo, the State of Missouri desires to enter into a contract with C&C Group as a single source of supply for the maintenance of existing Schneider Electric Intelligent Automation/Network 8000 control systems at various locations for Facilities Management, Design and Construction (FMDC).

The attached documentation represents the specific requirements, terms and conditions of this procurement. Your signature is required to confirm your offer to contract for the products and/or services described in accordance with the terms and conditions of the agreement attached hereto.

The State of Missouri reserves the right to clarify any portion of your response as may be deemed 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 requested by July 22, 2016. If you have any questions, you may contact me at (573) 751-1695, or via email at kristina.cramer@oa.mo.gov.

Sincerely,

Kristina Cramer
Kristina Cramer