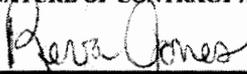
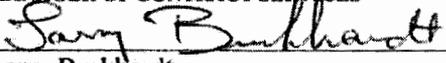




NOTICE OF CONTRACT RENEWAL

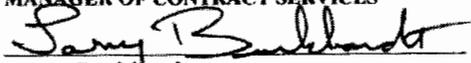
State Of Missouri
Office Of Administration
Division of Facilities Management, Design and Construction
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/fmdc/>

CONTRACT NUMBER S10-20	CONTRACT TITLE Lagoon Aerator Parts Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429
AMENDMENT NUMBER 004	
CONTRACT PERIOD 9/1/13 through 8/31/14	VENDOR NUMBER 27428735100
CONTRACTOR NAME AND ADDRESS Aeration Industries International, LLC 4100 Peavey Road Chaska, MN 55318	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Const. 301 West High St., Room 730 PO Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the previous contract period, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
CONTRACT ADMINISTRATOR REVA JONES	CONTRACT ADMINISTRATOR CONTACT INFORMATION Phone: (573) 522-1380 Email: reva.jones@oa.mo.gov
SIGNATURE OF CONTRACT ADMINISTRATOR 	DATE August 8, 2013
OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION MANAGER OF CONTRACT SERVICES  Larry Burkhardt	
<u>8-8-13</u> Date	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division of Facilities Management, Design and Construction
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/fmdc/>

CONTRACT NUMBER S10-20	CONTRACT TITLE Lagoon Aerator Parts Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429
AMENDMENT NUMBER 003	
CONTRACT PERIOD 8/31/12 through 8/31/13	VENDOR NUMBER 27428735100
CONTRACTOR NAME AND ADDRESS Aeration Industries International, LLC 4100 Peavey Road Chaska, MN 55318	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Const. 301 West High St., Room 730 PO Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract S10-020 is hereby amended per the attached Agreement and Consent document dated 07/11/12 to assign contract S10-020 from Aeration Industries International, Inc. to Aeration Industries International, LLC. All future order and payments shall go to, Vendor Number 27428735100 Aeration Industries International, LLC, 4100 Peavey Road, Chaska, MN 55318. The State of Missouri hereby exercises its option to renew the contract for the period of August 31, 2012 through August 31, 2013. All other terms, conditions and provisions of the previous contract period, including all prices, shall remain the same throughout the above contract period and apply hereto.	
CONTRACT ADMINISTRATOR COLEEN YOUNG	CONTRACT ADMINISTRATOR CONTACT INFORMATION Phone: (573) 526-3309 Email: coleen.young@oa.mo.gov
SIGNATURE OF CONTRACT ADMINISTRATOR 	DATE July 16, 2012
OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION MANAGER OF CONTRACT SERVICES  Larry Burkhardt	
Date 7.16.12	



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division of Facilities Management, Design and Construction
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/fmde/>

CONTRACT NUMBER S10-20	CONTRACT TITLE Lagoon Aerator Parts Crossroads Correctional Center 1115 E. Pence Road Cameron, MO 64429
AMENDMENT NUMBER 002	
CONTRACT PERIOD 8/30/11 through 8/30/12	VENDOR NUMBER 41127827900
CONTRACTOR NAME AND ADDRESS Aeration Industries International, Inc 4100 Peavey Road Chaska, MN 55318	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Const. 301 West High St., Room 730 PO Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the previous contract period, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
CONTRACT SPECIALIST MARLENE BLACKBURN	CONTRACT SPECIALIST CONTACT INFORMATION Phone: (573) 522-6035 Email: marlene.blackburn@oa.mo.gov
SIGNATURE OF CONTRACT SPECIALIST 	DATE February 10, 2012
OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION MANAGER OF CONTRACT SERVICES  	
Larry Burkhardt	Date <u>02/07/2012</u>



NOTICE OF CONTRACT RENEWAL

State Of Missouri
Office Of Administration
Division of Facilities Management, Design and Construction
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/fmcd/>

CONTRACT NUMBER S10-020	CONTRACT TITLE Lagoon Aerator Parts Crossroads Cor. Ctr 1115 E. Pence Rd Cameron, MO 64429
AMENDMENT NUMBER 001	
CONTRACT PERIOD 8/31/10 through 8/30/11	VENDOR NUMBER 41127827900
CONTRACTOR NAME AND ADDRESS Aeration Industries International, Inc 4100 Peavey Rd. Chaska, MN 55318	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Const. 301 West High St., Room 730 PO Box 809 Jefferson City, MO 65102
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: The State of Missouri hereby exercises its option to renew the contract. All other terms, conditions and provisions of the previous contract period, including all prices, shall remain the same throughout the above contract period and apply hereto. SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
CONTRACT SPECIALIST Ruth Ryals	CONTRACT SPECIALIST CONTACT INFORMATION Phone: (573) 526-4135 Email: ruth.ryals@oa.mo.gov
SIGNATURE OF CONTRACT SPECIALIST 	DATE 7/22/10
OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION CONTRACT SERVICES DIRECTOR John R. Murray	
Date <u>7/21/10</u>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
REQUEST FOR QUOTATION (RFQ) COVER PAGE
FOR PROCUREMENTS LESS THAN \$25,000 ONLY

SECTION 1

RFQ NO.: S10-020	ISSUE DATE: 9/22/09	BIDS MUST BE RECEIVED NO LATER THAN: Tuesday, 10/06/09 at 5:00 p.m.
PURPOSE: This document constitutes a request for quotation from potential bidders for the procurement of AIRE02 lagoon aerator parts for the facility(s) listed below in accordance with the requirements and provisions stated herein.		

BIDS MAY BE SUBMITTED VIA: FAX <input checked="" type="checkbox"/> EMAIL <input checked="" type="checkbox"/> POSTAL/COURIER SERVICE <input checked="" type="checkbox"/>	METHOD OF EVALUATION TO BE USED: COST ONLY <input checked="" type="checkbox"/>
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CONTRACT PERIOD/REQUIRES DELIVERY DATE: 9/1/09 - 8/31/10	OPTIONAL CONTRACT RENEWAL PERIODS AVAILABLE: Four (4) one-year renewal periods
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DELIVER EQUIPMENT, SUPPLIES AND/OR SERVICES FOR DELIVERY TO THE FOLLOWING ADDRESS: Crossroads Correctional Center 1115 E. Pence Road Camreon, MO 64429	MAIL BID TO: Office of Administration Division of Facilities Management, Design and Construction Harry S Truman Building, Room 730 P.O. Box 809 Jefferson City, MO 65102
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FOR QUESTIONS CALL: (573) 526-4135	FAX BID TO: (573) 751-7277	EMAIL BID TO: ruth.ryals@oa.mo.gov
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SECTION 2

This RFQ shall, by this specific reference, include the documents marked by an "X." Copies of the required documents can be found at: <http://oa.mo.gov/fmde/BidOpportunities/index.html>. The only assurance that the document being used is the current version is by obtaining the documents from the website.

<input checked="" type="checkbox"/> RFQ COVER PAGE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> EXHIBIT A - BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION*	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> EXHIBIT F - MISCELLANEOUS INFORMATION
<input checked="" type="checkbox"/> GENERAL CONDITIONS	<input type="checkbox"/>	<input type="checkbox"/> EXHIBIT B - MO SERVICE DISABLED VETERAN BUSINESS PREFERENCE*	<input type="checkbox"/>	<input type="checkbox"/> EXHIBIT G - BIDDER'S REFERENCES
<input checked="" type="checkbox"/> SPECIAL CONDITIONS	<input type="checkbox"/>	<input type="checkbox"/> EXHIBIT C - WORKSHOP PARTICIPATION COMMITMENT	<input type="checkbox"/>	<input type="checkbox"/> EXHIBIT H - JANITORIAL BUSINESS PLAN
<input checked="" type="checkbox"/> INSTRUCTIONS TO BIDDERS	<input type="checkbox"/>	<input type="checkbox"/> EXHIBIT D - WORKSHOP PARTICIPATION	<input type="checkbox"/>	<input type="checkbox"/> OTHER -
<input checked="" type="checkbox"/> PRICING PAGES	<input checked="" type="checkbox"/>	<input type="checkbox"/> EXHIBIT E - DEBARMENT CERTIFICATION		

*ADDITIONAL DOCUMENTATION REQUIRED - SEE GENERAL CONDITIONS, ARTICLE 2

SECTION 3

The Contractor hereby declares understanding, agreement and certification of compliance to provide the equipment, supplies and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The Contractor further agrees that the language of this RFQ shall govern in the event of a conflict with the bid. The Contractor further agrees that upon receipt of a Notice of Award signed and issued by an authorized representative of the State of Missouri, a binding contract shall exist between the Contractor and the Owner.

BIDDER INFORMATION-SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL: <i>Aeration Industries International, Inc.</i>	
MAILING ADDRESS: <i>4100 Peavey Rd</i>	
CITY, STATE, ZIP CODE: <i>Chaska, MN 55318</i>	
CONTACT PERSON: <i>Jason Jones - Customer Service</i>	EMAIL ADDRESS: <i>jason.jones@aire.02.com</i>
PHONE NUMBER: <i>952-448-6789 ext. 736</i>	FAX NUMBER: <i>952-448-7293</i>
SIGNATURE: <i>William Randall</i>	TITLE: <i>V.P., Technical Sales</i>
PRINTED NAME: <i>William Randall</i>	DATE: <i>9/22/09</i>

SECTION 4

STATE OF MISSOURI USE ONLY

NOTICE OF AWARD

This RFQ, when countersigned below by an authorized representative of the State of Missouri, shall become a binding contract between the bidder and the State of Missouri and shall include as a part of the contract all of the documents referenced herein.

SIGNATURE: <i>[Signature]</i>	TITLE:	DATE: <i>11/9/09</i>
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SPECIAL CONDITIONS

1.0 FACILITY NAME AND ADDRESS WHERE EQUIPMENT, SUPPLIES AND/OR SERVICES ARE TO BE PROVIDED.

Crossroads Correctional Center
1115 E. Pence Road
Cameron, MO 64429

2.0 SCOPE

Establishment of Contract: In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction desires to enter into a contract with JWC Environmental as a single feasible source for AIRE02 lagoon aerator parts.

2.1 The contractor must provide as required, all parts to maintain the full functionality of the Aeration Industries International, Inc. AIRE02 lagoon aerators to the sole satisfaction of the state agency.

2.2 The contractor must provide current Aeration Industries International, Inc. catalogs and price lists annually. CDs are acceptable, and should be made available to requesting users.

2.3 The contractor shall deliver parts as specified herein to the "ship to" locations as specified on the purchase order.

PRICING PAGE

The bidder shall state a firm fixed percentage discount to be applied to the current retail price of all parts available and within the intent of this RFG. The percentage discount shall remain the same for the life of the contract.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>FIRM FIXED DISCOUNT</u>
001	AIRE02 lagoon aerator parts	1	PCNT	<u>0</u> %

GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

1. Amendment means a written, official modification to an RFQ.
2. Attachment applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
3. Bid Date and Time and similar expressions mean the deadline required by the RFQ for the receipt of bids.
4. Bidder means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
5. Contract means a legal and binding agreement between two or more competent parties for the procurement of equipment, supplies, and/or services.
6. Contractor means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract with the Owner.
7. Exhibit applies to forms which are included with an RFQ for the bidder to complete and submit with the bid prior to the specified date and time bids are due.
8. Facility means the specific location identified herein for which the supplies are being solicited.
9. When determining the lowest and best award, cost and/or other factors are to be considered in the evaluation process. Factors may include, but are not limited to, value, performance, and quality of a product.
10. Missouri product means goods or commodities which are manufactured, mined, produced, or grown by companies in Missouri, or services provided by such companies.
11. May means that a certain feature, component, or action is desirable but not mandatory.
12. Must means that a certain feature, component, or action is mandatory. Failure to provide or comply will result in a bid being considered non-responsive.
13. Owner means the statutory unit of Missouri state government for which the equipment, supplies, and/or services are being purchased. The owner is responsible for payment.
14. Pricing Page(s) applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified date and time bids are due.
15. Request for Quotation (RFQ) means the solicitation document issued by the Owner to potential bidders for the purchase of equipment, supplies, and/or services as required in the document.

16. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Missouri General Assembly which govern the operations of all agencies of the State of Missouri. Chapter 34 of the state statutes is the primary chapter governing this procurement.
17. Shall has the same meaning as the word must.
18. Should has the same meaning as the word may.
19. Supplies means supplies, materials, equipment, contractual services and any and all articles or things, except for utility services regulated under Chapter 393, RSMo.
20. Value includes but is not limited to price, performance, and quality. In assessing value, the Owner may consider the economic impact to the state of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.
21. Will has the same meaning as the words shall and must.

ARTICLE 1.2 - APPLICABLE LAWS AND REGULATIONS

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

ARTICLE 1.3 - CONTRACT/PURCHASE ORDER

- A. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the Contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Owner's acceptance of the response (bid) by "notice of award." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- B. A notice of award issued by the Owner 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 Owner, the Contractor must receive a properly authorized

purchase order or other form of authorization given to the Contractor at the discretion of the Owner.

- C. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the Owner 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.
- D. The quantities indicated in this RFQ 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 Owner makes no guarantees about single order quantities nor total aggregate order quantities.
- E. Contract Period - The original contract period shall be as stated in Section 1 on the RFQ Cover Page. The contract shall not bind, nor purport to bind, the Owner for any contractual commitment in excess of the original contract period. The Owner shall have the right, at its sole option, to renew the contract for additional one-year periods as stated in Section 1 of the RFQ Cover Page, or any portion thereof. In the event the Owner 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.
- F. Renewal Periods - If the option for renewal is exercised by the Owner, the Contractor shall agree that the prices for the renewal period shall not exceed the costs 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.

ARTICLE 1.4 - INVOICING AND PAYMENT

- A. The Owner does not pay state or federal taxes unless otherwise required under law or regulation.
- B. 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. The invoice must be submitted to the "bill to" address as specified 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 Owner.
- D. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- E. The Owner 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 Owner shall be subject to late payment charges as provided in § 34.055, RSMo.
- G. Pricing - All prices shall be as indicated on the Pricing Page.

1. The Owner 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. It is the responsibility of the bidder to include all applicable taxes, fees, and permits in their bid. After the bid is awarded, the Contractor will no longer be entitled to adjustments for these forgotten costs in the bid. It is also the responsibility of the bidder to include delivery charges in his or her bid. Similarly, the Contractor will not be entitled to adjustments for failing to include delivery cost in the bid, except in extraordinary circumstances when the facility requests special delivery after the bid is awarded.
3. The bidder's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

H. Payments - The Contractor shall understand and agree the Owner 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 return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>. 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 Owner payments to invoices. The Contractor must comply with all other invoicing requirements stated in the RFQ.

1. 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 Payment Website at <https://www.vendorpay.oe.mo.gov>.
2. All payment terms shall be as stated herein unless otherwise addressed in the RFQ, or mutually agreed to by the Owner and the Contractor. Payment terms should be net 30 days unless otherwise stated in the RFQ. 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/STATUTES/STATUTES.HTM>.

I. The Owner reserves the right to purchase supplies and services using the state purchasing card.

ARTICLE 1.5 - DELIVERY

- A. 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.

ARTICLE 1.6 - INSPECTION AND ACCEPTANCE

- A. No equipment, supplies, and/or services received by the Owner pursuant to a contract shall be deemed accepted until the Owner 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 Contractor shall be responsible for replacing any item received in damaged condition at no cost to the Owner. This includes all shipping costs for returning non-functional items to the Contractor for replacement.
- D. The Owner 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.
- E. The Owner'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.

ARTICLE 1.7 - WARRANTY

- A. 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 Owner, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- B. 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.

ARTICLE 1.8 - CONFLICT OF INTEREST

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

ARTICLE 1.9 - REMEDIES AND RIGHTS

- A. No provision in the contract shall be construed, expressly or implied, as a waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim by the Owner 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 Owner 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 Owner.

ARTICLE 1.10 - CANCELLATION OF CONTRACT

- A. In the event of material breach of the contractual obligations by the Contractor, the Owner may cancel the contract. At its sole discretion, the Owner 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 Owner 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 Owner will issue a notice of cancellation terminating the contract immediately.
- C. If the Owner cancels the contract for breach, the Owner 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 Owner 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 Missouri General Assembly for each fiscal year included within the contract period. The contract shall not be binding upon the Owner for any period in which funds have not been appropriated, and the Owner shall not be liable for any costs associated with termination caused by lack of appropriations.
- E. Termination - The Owner reserves the right to terminate the contract at any time, for the convenience of the Owner, 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 just and equitable compensation for services and/or supplies delivered to and accepted by the Owner pursuant to the contract prior to the effective date of termination.

ARTICLE 1.11 - COMMUNICATIONS AND NOTICES

- A. Any notice to the bidder/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 bidder/Contractor.

ARTICLE 1.12 - BANKRUPTCY OR INSOLVENCY

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

ARTICLE 1.13 - PROPERTY OF THE STATE

- A. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Contractor pursuant to the terms of the contract shall become the property of the Owner. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Owner.

ARTICLE 1.14 - INVENTIONS, PATENTS AND COPYRIGHTS

- A. The Contractor shall defend, protect, and hold harmless the Owner, 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.
- B. If any copyrighted material is developed as a result of the contract, the Owner shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the Owner's purposes or the purpose of the State of Missouri.

ARTICLE 1.15 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. 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:
1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 2. The identification of a person designated to handle affirmative action;
 3. 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;
 4. The exclusion of discrimination from all collective bargaining agreements; and
 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- B. If discrimination by a contractor is found to exist, the Owner shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Owner 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.

ARTICLE 1.16 - AMERICANS WITH DISABILITIES ACT

- A. 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).

ARTICLE 1.17 - TITLES

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

ARTICLE 2 – EXHIBITS AND OTHER DOCUMENTATION - WHEN REQUIRED

PRICING PAGES – Required to be submitted with all RFQ's.

Exhibit A – BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION – Required if the RFQ involves a procurement with a total cost that will exceed a cost of \$5,000.

Exhibit B – MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE - Required if the bidder is eligible to receive the Missouri service-disabled veteran business preference pursuant to § 34.074, RSMo.

Exhibit C – WORKSHOP PARTICIPATION COMMITMENT - Required if bidder proposes to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFQ.

Exhibit D – WORKSHOP PARTICIPATION - Required if bidder proposes to include the participation of an Organization for the Blind/Sheltered Workshop in the provision of the products/services required in the RFQ.

Exhibit E – DEBARMENT CERTIFICATION – Required to be submitted with all RFQ's.

Exhibit F – MISCELLANEOUS INFORMATION – Required when applicable.

Exhibit G – BIDDER'S REFERENCES – Required when applicable.

Exhibit H – JANITORIAL BUSINESS PLAN – Required if RFQ is for janitorial services.

Other Required Documentation:

In addition to **Exhibit A**, if the bidder meets the definition of a business entity, documentation affirming their enrollment and participation in the E-Verify federal work authorization program and a completed notarized Affidavit of Work Authorization must be submitted along with the completed exhibit.

In addition to **Exhibit B**, if the bidder is eligible to receive the **Missouri service-disabled veteran business preference** pursuant to § 34.074, RSMo, a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability.

ARTICLE 3 - DUTIES OF THE CONTRACTOR:

- A. 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 Owner, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
1. The Contractor also agrees to hold the Owner, 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. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Owner, including its agencies, employees, and assignees.
 3. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the Owner for losses or damages (other than those listed above) or (2)

economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.

- B. Contractor Status - The Contractor represents themselves to be an independent contractor offering such services to the general public and shall not represent themselves or their employees to be an employee of the Owner. 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 Owner, 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.
- C. Confidentiality and Security Documents - If required by the Owner, 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.
- D. The Contractor's personnel shall be reasonably dressed and groomed while at the facilities.
- E. 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:
 - 1. If Department of Corrections (DOC) or Department of Mental Health (DMH) facilities are provided services through this RFQ, 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.
 - 2. If Department of Elementary and Secondary Education (DESE) facilities are provided services through this RFQ, 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.
 - 3. If Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) or Missouri State Highway Patrol (MSHP) facilities are provided services through this RFQ, the Contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the facility.
- E. 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.
- F. 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.
- G. 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.
 - 1. If this RFQ involves janitorial services, by no later than fifteen (15) calendar days prior to the effective date of the contract, 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.

2. For all other procurements, by no later than fifteen (15) calendar days after the effective date of the contract, the Contractor shall provide the following:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
3. For each new person assigned to provide janitorial services, the Contractor must provide the required security clearance information prior to the new person providing services.
4. For each new person assigned to provide services other than janitorial, the Contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
5. The Owner shall have the right to deny any of the Contractor's personnel access to any facility for any reason.

H. Authorized Personnel - The Contractor understands and agrees that by signing the RFQ, the Contractor certifies the following:

1. 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.
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 Owner has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the Owner 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.
 - a. If this RFQ involves a procurement with a total cost exceeding \$5,000, then the Owner may also withhold up to twenty-five percent of the total amount due to the Contractor.
3. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

4. If this RFQ involves a procurement with a total cost exceeding \$5,000, and the contractor meets the definition of a business entity as defined in § 285.525, RSMo pertaining to § 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 § 285.525, RSMo pertaining to § 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. 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
- b. Provide to the Owner the documentation required in Exhibit A, 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
- c. Submit to the Owner a completed, notarized Affidavit of Work Authorization provided in Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

I. Substitution of Personnel - The Contractor agrees and understands that the Owner's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the facility. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the facility's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Owner agrees that an approval of a substitution will not be unreasonably withheld.

J. Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Owner and to ensure that the Owner is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Owner and the Contractor.

1. The Contractor shall expressly understand and agree that the Contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
2. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
3. The Contractor must obtain the approval of the Owner prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
4. If this RFQ involves a procurement with a total cost exceeding \$5,000, then the following applies. Pursuant to § 285.530.1, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with § 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates § 285.530.1, RSMo if the contract binding the contractor and subcontractor affirmatively states that:

- a. The direct subcontractor is not knowingly in violation of § 285.530.1, RSMo and
 - b. Shall not henceforth be in such violation and
 - c. The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- K. Confidentiality - The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Owner.
- L. Commercial Drivers License - The Contractor and the Contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The Contractor must submit proof or verification of compliance with such Act to the Owner no later than 30 calendar days after award of the contract.
- M. Hazardous Materials Data Sheet and Labeling - The Owner, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate supplies purchased by the Owner must contain a material safety data sheet and warning labels with each shipment. Therefore, the Contractor must comply with this mandatory requirement for all supplies which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with supplies returned at the Contractor's expense as well as suspension from the solicitation list for future requirements.
- N. Coordination - The Contractor shall fully coordinate all contract activities with those activities of the facility. 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 facility or the Owner throughout the effective period of the contract.
- O. Transition - Upon award of the contract, the Contractor shall work with the Owner and any other organizations designated by the Owner to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Owner. Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the Owner 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 Owner.
- P. Authorized Representative - The Contractor shall, within 5 days after award of the contract, submit a written identification and notification to the facility of the name, title, address, and telephone number of one individual within the Contractor's organization as a duly authorized representative to whom all correspondence, official notices, and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the facility is notified immediately

Q. Federal Funds Requirements - 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 Owner is obtained and unless they clearly state the following as provided by the Owner:

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

R. Participation by Other Organizations - The Contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the Contractor's awarded bid.

1. The Contractor shall prepare and submit to the Owner a report detailing all payments made by the Contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The Contractor must submit the report on a monthly basis, unless otherwise determined by the Owner.
2. The Owner will monitor the Contractor's compliance in meeting the participation levels committed to in the Contractor's awarded bid. If the Contractor's payments to the participating entities are less than the amount committed, the Owner may cancel the contract and/or suspend or debar the Contractor from participating in future state procurements, or retain payments to the Contractor in an amount equal to the value of the participation commitment less actual payments made by the Contractor to the participating entity. If the Owner determines that the Contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
3. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the Contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the Contractor's awarded bid.
 - a. The Contractor must obtain the written approval of the Owner for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the Contractor cannot obtain a replacement entity, the Contractor must submit documentation to the Owner detailing all efforts made to secure a replacement. The Owner shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the Contractor's participation commitment.

S. Health insurance portability and accountability act of 1996 (HIPAA) - The Contractor hereby certifies that he will comply with all of the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein specifically with respect to work performed in any facility occupied by the Department of Mental Health. Information regarding the Department of Mental Health's HIPAA requirements can be found at: www.dmh.mo.gov/epr/confidentiality/HIPAA.htm.

SPECIAL CONDITIONS

1.0 FACILITY NAME AND ADDRESS WHERE EQUIPMENT, SUPPLIES AND/OR SERVICES ARE TO BE PROVIDED.

Crossroads Correctional Center
1115 E. Pence Road
Cameron, MO 64429

2.0 SCOPE

Establishment of Contract: In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction desires to enter into a contract with JWC Environmental as a single feasible source for AIRE02 lagoon aerator parts.

2.1 The contractor must provide as required, all parts to maintain the full functionality of the Aeration Industries International, Inc. AIRE02 lagoon aerators to the sole satisfaction of the state agency.

2.2 The contractor must provide current Aeration Industries International, Inc. catalogs and price lists annually. CDs are acceptable, and should be made available to requesting users.

2.3 The contractor shall deliver parts as specified herein to the "ship to" locations as specified on the purchase order.

INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. No contract shall be awarded which exceeds the limit of \$24,999.99 for this RFQ.

2.0 - OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- A. It is the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Owner if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Owner's point-of- contact listed on the RFQ Cover Page unless the RFQ specifically refers the bidder to another contact. Such communication must be received at least five calendar days prior to the official date when bids are due.
- B. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ deadline may not be answered.
- C. Bidders are cautioned that the only official position of the Owner is that which is issued by the Owner in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- D. The Owner reserves the right to officially amend or cancel an RFQ after issuance.

3.0 - FILING AND PAYMENT OF TAXES

- A. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a bidder if the bidder or an affiliate of the bidder 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 bidder" shall mean any person or entity that is controlled by or is under common control with the bidder, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with Chapter 144, RSMo may eliminate their bid from consideration for award.

4.0 - PREPARATION OF BIDS

- A. Failure to examine the entire RFQ carefully shall be at the bidder's risk.
- B. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- C. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- D. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- E. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Owner and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the RFQ which is affected by this paragraph.
- F. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- G. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- H. Bids, including all prices therein, shall remain valid for 90 days from the date bids are due unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- I. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5.0 - SUBMISSION OF BIDS

- A. Bids may be submitted by a hard copy delivered by courier or postal service, faxed or emailed to the Owner's office as directed on the RFQ Cover Page. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered, faxed, or emailed bids should be received in the Owner's office prior to the time and date specified in the RFQ.
- B. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official date and time bids are due. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- C. A bid which has been submitted to the Owner's office may be modified by signed, written notice delivered by hard copy, facsimile or email which has been received by the Owner prior to the official date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official date and time bids are due. Telephone or telegraphic requests to modify a bid shall not be honored.

- D. A bid which has been submitted to the Owner's office may only be withdrawn by a signed, written notice delivered by hard copy, facsimile or email which has been received by the Owner prior to the official date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- E. Bidders submitting a bid by hard copy, fax or email to the Owner must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- F. Hard copy, faxed and e-mail no-bid notifications shall be accepted. "No bid" responses must be documented with a written response signed by the vendor on their letterhead or other media (e-mail, facsimile transmission) identifying that the response was from the solicited vendor.
- G. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- H. All bid responses must include all Signature Pages, completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing).
- I. Open Records: Pursuant to § 610.021, RSMo, the bidder's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The bidder shall not submit the entire proposal as proprietary or confidential. The bidder may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in § 610.021, RSMo. Proprietary or confidential portions of the bidder's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the bidder's proposal. Also, the bidder should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of § 610.021, RSMo.
- J. Imaging Ready - Each bid received may be scanned into the Owner's contract files after a contract(s) is executed or after all bids are rejected. In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bid. Glue bound materials should not be used.
- K. Preprinted Marketing Materials - The bidder may submit preprinted marketing materials with the bid. However, the bidder is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the bidder. The bidder is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- L. Organizational Chart - For service-related RFQ's, the bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.

6.0 - EVALUATION/AWARD

- A. **Business Compliance** - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The bidder shall provide documentation of compliance upon request by the Owner. The compliance to conduct business in the state shall include but may not be limited to:
1. Registration of business name (if applicable)
 2. Certificate of authority to transact business/certificate of good standing (if applicable)
 3. Taxes (e.g., city/county/state/federal)
 4. State and local certifications (e.g., professions/occupations/activities)
 5. Licenses and permits (e.g., city/county license, sales permits)
 6. Insurance (e.g., worker's compensation/unemployment compensation)
- B. **Compliance with Terms and Conditions:** The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFQ and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the RFQ that the RFQ shall govern. Taking exception to the State's terms and conditions may render a bid unacceptable and remove it from consideration for award.
- C. **Economic Impact to Missouri** - The bidder should respond to the following:
1. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 2. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 3. Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
- D. Any clerical error, apparent on its face, may be corrected by the Owner before contract award. Upon discovering an apparent clerical error, the Owner shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- E. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the Owner to be in the best interest of the State of Missouri.
- F. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with § 34.010 and 34.070, RSMo and Executive Order 04-09.
- G. The Owner reserves the right to waive any minor irregularity or technicality found in any individual bid.
- H. The Owner reserves the right to reject any and all bids.

- I. When evaluating a bid, the Owner reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- J. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- K. Any award of a contract shall be made by notification from the Owner to the successful bidder. The Owner reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Owner based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the the Owner.
- L. The Owner reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- M. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- N. The final determination of contract award(s) shall be made by the Owner.
- O. After determining that a submitted bid satisfies the mandatory requirements stated in the Request for Quotation, the evaluator(s) shall use objective cost analysis in accordance with the evaluation criteria stated below:
 - 1. The objective evaluation of cost will include the original and any potential renewal periods.
 - 2. Cost evaluation points shall be determined using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times \frac{\text{Maximum Cost Evaluation Points}}{(100)} = \text{Assigned Cost Points}$$

7.0 - PREFERENCES

- A. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34, RSMo. Contractors should apply the same preferences in selecting subcontractors.
- B. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- C. Missouri Service-Disabled Veteran Business Preference - In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with § 34.074, RSMo. Any bidder eligible to receive the Missouri service-disabled veteran business preference must review and complete Exhibit B, Missouri Service-Disabled Veteran Business Preference, and provide the specified documentation in accordance with the instructions provided therein.
- D. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to § 34.165, RSMo, a ten (10) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind

established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to § 178.920, RSMo.

a. In order to qualify for the ten bonus points, the bidder must meet the following conditions and provide the following evidence:

- 1) The bidder must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$24,999.99.
- 2) The bidder must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- 3) The bidder must provide the following information with the proposal:

- ✓ Workshop Participation Commitment - The bidder must complete **Exhibit C, Workshop Participation Commitment**, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the bidder submitting the proposal is an organization for the blind or sheltered workshop, the bidder must be listed in the appropriate table on the Participation Commitment Form.
- ✓ Workshop Participation Form - The bidder must either provide a properly completed **Exhibit D, Workshop Participation Form**, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the bidder in the performance of the required services and/or provision of the required products (identified by the Request for Quotation (RFQ) number or other identifier) in an amount that must equal the amount specified on the bidder's Workshop Participation Commitment Form, **Exhibit C**; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

b. A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeed/shelteredworkshops/index.html>.

c. The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com> and <http://www.alphapointe.org>

d. Commitment - If the bidder's proposal is awarded, the participation committed to by the bidder on **Exhibit C, Workshop Participation Commitment**, as verified by the organization for the blind/sheltered workshop's documentation of intent to participate, shall be interpreted as a contractual requirement.

EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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, 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)~~ ^{Aeration Industries International, Inc.} **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 utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

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

William Randall



Authorized Representative's Name

Authorized

Representative's

Signature
(Please Print)

Aeration Industries International, Inc.

Company Name (if applicable)

Date *9/22/09*

EXHIBIT A, continued

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, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security - Verification Division; (if the signature page of the of the MOU lists the bidder's/contractor's name, 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 E

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

Debarment Certification – The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder 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 bidder should complete and return this certification regarding debarment, etc., with the proposal. This document must be satisfactorily completed prior to award of the contract.

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.

Brian Janikula IT + Accounting
Name and Title of Authorized Representative

Brian Janikula
Signature

9/23/09
Date

EXHIBIT F

MISCELLANEOUS INFORMATION

The bidder should complete and submit Exhibit F Miscellaneous Information as applicable.

Outside United States

If any products and/or services offered under this RFQ are being manufactured or performed at sites outside the United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page. This requirement does not apply to commodity only purchases with a total value of less than \$25,000.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Describe and provide details:		

Employee Bidding/Conflict of Interest

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

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

SINGLE FEASIBLE SOURCE (SFS) APPROVAL REQUEST WORKSHEET

TO:

- Commodities Section Manager**
Liz Palazzolo (liz.palazzolo@oa.mo.gov); Phone: 573-751-4885; Fax: 573-526-9816
OA-Div of Purchasing & Materials Management, Rm 630, Truman Bldg., Jefferson City, Missouri
- Information Technology (IT) Section Manager**
Gary Eggen (gary.eggen@oa.mo.gov); Phone: 573-751-2497; Fax: 573-526-9818
OA-Div of Purchasing & Materials Management, Rm 630, Truman Bldg., Jefferson City, Missouri
- Services Section Manager**
Mary Call (mary.call@oa.mo.gov); Phone: 573-751-1695; Fax: 573-526-9817
OA-Div of Purchasing & Materials Management, Rm 630, Truman Bldg., Jefferson City, Missouri

FROM: OA/Division of Facilities Management, Design and Construction (state agency name)
Ruth Ryals/ruth.ryals@oa.mo.gov/573-526-4135(state agency contact name, email address, phone)
Harry S Truman State Office Building, Room 730
Jefferson City, MO (state agency address)

RE: SFS Approval Request

DATE: August 26, 2009

DESCRIPTION:

Please specify the exact product/service your agency needs: **Parts only for AIRE02 lagoon aerators manufactured by Aeration Industries currently installed at the Crossroads Correctional Center in Cameron, Missouri.**

Is this a one-time acquisition or an ongoing need to acquire this product/service? **Ongoing**

If ongoing, please specify the period for which the SFS is being requested (e.g. July 1, 2005 through June 30, 2006): **September 1, 2009 through August 31, 2010 with four (4) renewal options**

Contractor name and vendor code: Aeration Industries International, Inc./41127827900

Estimated annual amount of the SFS request: **\$20,000.00**

JUSTIFICATION:

In the space provided below or on an attached page, please explain how the product/service described above satisfies one or more of the following SFS criteria (section 34.044, RSMo):

- a. Supplies are proprietary and only available from the manufacturer or a single distributor; or
- b. Based on past procurement experience, it is determined that only one distributor services the region in which the supplies are needed; or
- c. Supplies are available at a discount from a single distributor for a limited period of time.

AIRE02 lagoon aerators are currently installed at the Crossroads Correctional Center in Cameron, Missouri and Aeration Industries is the sole provider for aeration equipment and parts.

REMINDERS:

1) **Sections 285.525 – 285.550, RSMo:** Unless payment would fall under an exempt object code, any SFS procurement that includes services with a value over \$5,000 must require the potential contractor to certify their current business status by completing Box A or Box B of the BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION EXHIBIT. Reference Sections 285.525 – 285.550, RSMo Guidelines located at <http://agencyinfo.intra.state.mo.us/gslp.shtm> for additional instructions regarding SFS procurements.

NOTE: Section 285.530, RSMo does not apply to procurements in which an agency contracts with a Missouri state agency or federal governmental entity. Section 285.530, RSMo does pertain to procurements in which an agency contracts with a Missouri school, a Missouri university, an out of state agency, an out of state school, an out of state university, a political subdivision, an instate vendor, an out of state vendor, or a foreign vendor.

2) **Section 34.040.6, RSMo:** Verify if the vendor is in compliance with section 34.040.6, RSMo. Reference Section 34.040.6, RSMo Vendor Compliance-Single Feasible Source Guidelines located at <http://agencyinfo.intra.state.mo.us/gslp.shtm>.

NOTE: Agencies are not required to verify if Missouri state agencies and federal governmental entities are compliant with section 34.040.6, RSMo. Agencies are required to verify if the following entities are compliant with section 34.040.6, RSMo: Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, all political subdivisions, instate vendors, out of state vendors, and foreign vendors.

3) **Federal Funds:** If SFS procurement will include federal funds, verify against the Excluded Parties List System, (<https://www.epls.gov>) provided by the General Services Administration (GSA), to ensure the vendor is not on the list of individuals, entities, and contractors excluded from Federal procurement and sales programs, non-procurement programs and financial and non-financial benefits. If the vendor is found on the list, the SFS procurement cannot be processed.

4) **Executive Order 04-09:** If SFS procurement is for services, no award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States, unless one of the conditions of Executive 04-09 is met. Reference Department Procurement Authority Delegation and Procedures located at <http://oa.mo.gov/purch/governance.html>.

5) **ARRA Grant Funds:** If procurement will include American Recovery and Reinvestment (ARRA) grant money, include the ARRA Bid Text and ARRA Attachment Text located at <http://agencyinfo.intra.state.mo.us/gslp.shtm> in the solicitation document.

Ryals, Ruth

From: Palazzolo, Liz
Sent: Tuesday, September 01, 2009 9:30 AM
To: Ryals, Ruth
Cc: Teeter, Sue; Palazzolo, Liz
Subject: SFS Aeration Industries

I have reviewed your single feasible source approval request and justification to purchase lagoon aeration parts for the AIRE02 system at Crossroads Correctional Center from Aeration Industries International, Inc. at a cost of \$20,000.00 in accordance with RSMo 34.044. I am in agreement that the named vendor appears to be the only "feasible" source to provide the named items. Therefore, I am issuing you approval number **S10-020** as acknowledgment of approval to proceed with this procurement in accordance with the single feasible source procedures outlined in the Department Procurement Authority Delegation and Procedures. Please include this approval number in your agency's file documentation for this procurement.

REMINDERS:

1) **RSMo 285.525 – 285.550:** Unless payment would fall under an exempt object code, any SFS procurement that includes services with a value over \$5,000 must require submission of a completed, notarized copy of the AFFIDAVIT OF WORK AUTHORIZATION EXHIBIT and documentation affirming the SFS company's enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested. Reference Section 285.525 – 285.550 RSMo Guidelines located at <http://agencyinfo.intra.state.mo.us/agencyinfo.shtm>.

NOTE: RSMo 285.530 does not apply to procurements in which an agency contracts with a Missouri state agency or federal governmental entity. RSMo 285.530 does pertain to procurements in which an agency contracts with a Missouri school, a Missouri university, an out of state agency, an out of state school, an out of state university, a political subdivision, an instate vendor, an out of state vendor, or a foreign vendor.

2) **RSMo 34.040.6:** Verify if the vendor is in compliance with Section 34.040.6 RSMo. Reference Section 34.040.6 RSMo Vendor Compliance-Single Feasible Source Guidelines located at <http://agencyinfo.intra.state.mo.us/agencyinfo.shtm>.

3) **Federal Funds:** If SFS procurement will include federal funds, verify against the Excluded Parties List System, (<https://www.epls.gov>) provided by the General Services Administration (GSA), to ensure the vendor is not on the list of individuals, entities, and contractors excluded from Federal procurement and sales programs, non-procurement programs and financial and non-financial benefits. If the vendor is found on the list, the SFS procurement cannot be processed.

4) **Executive Order 04-09:** If SFS procurement is for services, no award of a contract shall be made to a vendor who contemplates performing work pursuant to the contract at a site outside the United States unless one of the conditions of Executive 04-09 is met. Reference Department Procurement Authority Delegation and Procedures located at <http://agencyinfo.intra.state.mo.us/agencyinfo.shtm>.

Liz Palazzolo
Commodities Procurements
OA - DPMM
phone: 573-751-4885
fax: 573-526-9816
e-mail: liz.palazzolo@oa.mo.gov



Aeration Industries International, Inc.

P.O. Box 59144 • Minneapolis, MN 55459 • USA

August 10, 2009

Mr. Steven Spears
C/O Crossroads Correctional Center
Cameron, MO

Re: Sole-Source Statement

Dear Mr. Spears,

As per your request, this letter is to confirm that Aeration Industries International, Inc. is the original manufacturer and the sole-source for all of the aeration equipment and parts that we design, sell, install and service.

Thank You for your inquiry.

Sincerely,

Aeration Industries International, Inc.

William Randall
V.P., Technical Sales