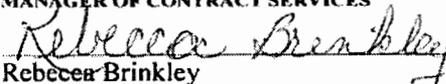




NOTICE OF CONTRACT RENEWAL

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 FMDC-S14-00006	CONTRACT TITLE Parts and Labor – Automated Logic Control System
AMENDMENT NUMBER Renewal 2 of 2	DOC/Farmington Correctional Center, 1012 W. Columbia St., Farmington MO AND DMH/Southeast Missouri Mental Health Center, 1010 W. Columbia, Farmington MO
CONTRACT PERIOD April 15, 2016 through April 14, 2017	VENDOR NUMBER 4314315240 0
CONTRACTOR NAME AND ADDRESS Don Henley Premium Mechanical and Automation, Inc. 3185 N. High St. Jackson, Missouri 63755 Phone: 573-243-3918 Fax: 573-243-9758 Email: dhenley@premiumbsi.com	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 #FMDC-S14-0006 is hereby amended pursuant to the attached Amendment 002 signed by Don Henley on 02/11/2016 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 Levi Woods	CONTRACT SPECIALIST CONTACT INFORMATION Phone: (573) 526-3309 Email: Levi.Woods@oa.mo.gov
SIGNATURE OF CONTRACT SPECIALIST 	DATE 3-3-2016
OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION MANAGER OF CONTRACT SERVICES  Rebecca Brinkley	
DATE 3-3-16 Date	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC)
CONTRACT AMENDMENT**

AMENDMENT NO.: 002
CONTRACT NO.: FMDC-S14-0006
TITLE: Parts and Labor – Automated Logic Control System

TO: Don Henley
Premium Mechanical and Automation, Inc.
3185 N. High Street
Jackson, MO 63755

ISSUE DATE: 02/03/2016

AMENDMENT MUST BE RECEIVED BY NO LATER THAN: 02/26/2016

RETURN AMENDMENT TO: (U.S. MAIL) OA/FMDC PO BOX 809 JEFFERSON CITY MO 65102-0809 or (Courier Service) OA/FMDC 301 WEST HIGH STREET, RM 730 JEFFERSON CITY MO 65101-1517

OR FAX TO: (573) 751-7277 to Levi Woods attention (either mail or fax, not both)

FMDC CONTACT: Levi Woods

PHONE NO.: 573-526-3309

E-MAIL: Levi.Woods@oa.mo.gov

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Farmington Correctional Center
1012 W. Columbia St.
Farmington MO 63640

Department of Mental Health
Southeast Missouri Mental Health Center
1010 W. Columbia
Farmington MO 63640

VENDOR INFORMATION - SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Premium Mechanical and Automation, Inc.	
MAILING ADDRESS 3185 N. High St	
CITY, STATE, ZIP CODE Jackson, MO 63755	
CONTACT PERSON Don Henley	EMAIL ADDRESS dhenley@premiumbsi.com
PHONE NUMBER 573-243-3918	FAX NUMBER 573-243-9758
AUTHORIZED SIGNATURE <i>Don Henley</i>	DATE 2/11/16
PRINTED NAME Don Henley	TITLE V.P.

CONTRACT NO.: FMDC-S14-0006

PAGE 2

AMENDMENT #002 TO CONTRACT FMDC-S14-0006**CONTRACT TITLE:** Parts and Labor – Automated Logic Control System**CONTRACT PERIOD:** April 15, 2016 through April 14, 2017

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

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

The contractor shall understand and agree that due to budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing on or before the date indicated.

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

PRICING PAGE

MANDATORY SPECIFICATIONS - The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed. The bidder shall provide firm, fixed pricing for all line items below. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.

Line Item	C/S Code / Description	Estimated Quantity	Unit of Measure	Firm, Fixed Unit Price
001	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Basic Hourly Rate	100	HR	\$ 107.00
002	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Overtime Hourly Rate	25	HR	\$ 160.50
003	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Basic Hourly Rate	100	HR	\$ 96.90
004	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Overtime Hourly Rate	25	HR	\$ 145.35
005	03126 - Control Systems: (for automatic temperature control) System Control Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system control parts and devices	1	PCNT	50 % Discount
006	03126 - Control Systems: (for automatic temperature control) System Relay Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system relay parts and devices	1	PCNT	15 % Discount
007	03126 - Control Systems: (for automatic temperature control) System Parts and Devices Not Normally Stocked by the Contractor - Firm, fixed percentage markup over the current manufacturer suggested retail price for the item	1	PCNT	35 % Mark-Up
008	03126 - Control Systems: (for automatic temperature control) Specialty Installation Labor and Parts - Firm, fixed percentage mark-up over contractor's installation costs for labor and parts for specialty work. The contractor must provide itemized invoice(s). The total amount shall not exceed \$25,000.00 per specialty project.	1	PCNT	15 % Mark-Up
009	03126 - Control Systems: (for automatic temperature control) Surety Bond, Actual Price to Contractor - Documentation shall be submitted with invoice	1	TOTL	\$TBD



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 FMDC-S14-00006	CONTRACT TITLE Parts and Labor – Automated Logic Control System
AMENDMENT NUMBER Renewal 1 of 2	DOC/Farmington Correctional Center , 1012 W. Columbia St., Farmington MO AND DMH/Southeast Missouri Mental Health Center , 1010 W. Columbia, Farmington MO
CONTRACT PERIOD April 15, 2015 through April 14, 2016	VENDOR NUMBER 4314315240 0
CONTRACTOR NAME AND ADDRESS Don Henley Premium Mechanical and Automation, Inc. 3185 N. High St. Jackson, Missouri 63755 Phone: 573-243-3918 Fax: 573-243-9758 Email: dhenley@premiumbsi.com	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:	
<p>Contract #FMDC-S14-0006 is hereby amended pursuant to the attached Amendment 001 signed by Don Henley on 02/27/2015</p> <p>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.</p> <p>SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.</p>	
CONTRACT SPECIALIST Rebecca Brinkley	CONTRACT SPECIALIST CONTACT INFORMATION Phone: (573) 526-4135 Email: Rebecca.Brinkley@oa.mo.gov
SIGNATURE OF CONTRACT SPECIALIST <i>Rebecca Brinkley</i>	DATE 3-24-15
OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION	
MANAGER OF CONTRACT SERVICES <i>Charlie Brzuchalski</i>	Date <i>3/24/15</i>
Charlie Brzuchalski	Date



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (FMDC)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: FMDC-S14-0006
TITLE: Parts and Labor – Automated Logic Control System

TO: Don Henley
Premium Mechanical and Automation, Inc.
3185 N. High Street
Jackson, MO 63755

ISSUE DATE: 02/13/2015

AMENDMENT MUST BE RECEIVED BY NO LATER THAN: 03/01/2015

RETURN AMENDMENT TO: (U.S. MAIL) OA/FMDC or (Courier Service) OA/FMDC
PO BOX 809 JEFFERSON CITY MO 65102-0809 301 WEST HIGH STREET, RM 730
JEFFERSON CITY MO 65101-1517

OR FAX TO: (573) 751-7277 to Lynda Pauley's attention (either mail or fax, not both)

FMDC CONTACT: Lynda Pauley

PHONE NO.: 573-522-1875

E-MAIL: Lynda.Pauley@oa.mo.gov

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Corrections
Farmington Correctional Center
1012 W. Columbia St.
Farmington MO 63640

Department of Mental Health
Southeast Missouri Mental Health Center
1010 W. Columbia
Farmington MO 63640

VENDOR INFORMATION - SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL <i>Premium Mechanical and Automation, Inc</i>	
MAILING ADDRESS <i>3185 N. High St.</i>	
CITY, STATE, ZIP CODE <i>Jackson, MO 63755</i>	
CONTACT PERSON <i>Don Henley</i>	EMAIL ADDRESS <i>dhenley@premiumbsi.com</i>
PHONE NUMBER <i>573-243-3918</i>	FAX NUMBER <i>573-243-9758</i>
AUTHORIZED SIGNATURE <i>Don Henley</i>	DATE <i>2/27/15</i>
PRINTED NAME <i>Don Henley</i>	TITLE <i>Vice President</i>

CONTRACT NO.: FMDC-S14-0006

PAGE 2

AMENDMENT #001 TO CONTRACT FMDC-S14-0006**CONTRACT TITLE:** Parts and Labor – Automated Logic Control System**CONTRACT PERIOD:** April 15, 2015 through April 14, 2016

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

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

The contractor shall understand and agree that due to budgetary constraints, if the contractor responds with any renewal period pricing increase, such increase may result in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

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

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

The contractor shall sign and return this document, along with completed pricing on or before the date indicated.

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

PRICING PAGE

MANDATORY SPECIFICATIONS - The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed. The bidder shall provide firm, fixed pricing for all line items below. Pricing shall be quoted F.O.B Destination. Freight Prepaid and Allowed.

Line Item	C/S Code / Description	Estimated Quantity	Unit of Measure	Firm, Fixed Unit Price
001	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Basic Hourly Rate	100	HR	\$ <u>107⁰⁰</u>
002	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Overtime Hourly Rate	25	HR	\$ <u>160⁵⁰</u>
003	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Basic Hourly Rate	100	HR	\$ <u>96⁹⁰</u>
004	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Overtime Hourly Rate	25	HR	\$ <u>145³⁵</u>
005	03126 - Control Systems: (for automatic temperature control) System Control Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system control parts and devices	1	PCNT	<u>50</u> % Discount
006	03126 - Control Systems: (for automatic temperature control) System Relay Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system relay parts and devices	1	PCNT	<u>15</u> % Discount
007	03126 - Control Systems: (for automatic temperature control) System Parts and Devices Not Normally Stocked by the Contractor - Firm, fixed percentage markup over the current manufacturer suggested retail price for the item	1	PCNT	<u>35</u> % Mark-Up
008	03126 - Control Systems: (for automatic temperature control) Specialty Installation Labor and Parts - Firm, fixed percentage mark-up over contractor's installation costs for labor and parts for specialty work. The contractor must provide itemized invoice(s). The total amount shall not exceed \$25,000.00 per specialty project.	1	PCNT	<u>15</u> % Mark-Up
009	03126 - Control Systems: (for automatic temperature control) Surety Bond, Actual Price to Contractor - Documentation shall be submitted with invoice	1	TOTL	<u>STBD</u>

MANDATORY SPECIFICATIONS - The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed. The bidder shall provide firm, fixed pricing for all line items below. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.

Line Item	C/S Code / Description	Estimated Quantity	Unit of Measure	Firm, Fixed Unit Price
001	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Basic Hourly Rate	100	HR	\$ 105.00
002	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Overtime Hourly Rate	25	HR	\$ 157.50
003	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Basic Hourly Rate	100	HR	\$ 95.00
004	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Overtime Hourly Rate	25	HR	\$ 142.50
005	03126 - Control Systems: (for automatic temperature control) System Control Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system control parts and devices	1	PCNT	$\frac{50}{\text{Discount}}$ %
006	03126 - Control Systems: (for automatic temperature control) System Relay Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system relay parts and devices	1	PCNT	$\frac{15}{\text{Discount}}$ %
007	03126 - Control Systems: (for automatic temperature control) System Parts and Devices Not Normally Stocked by the Contractor - Firm, fixed percentage markup over the current manufacturer suggested retail price for the item	1	PCNT	$\frac{35}{\text{Mark-Up}}$ %
008	03126 - Control Systems: (for automatic temperature control) Specialty Installation Labor and Parts - Firm, fixed percentage mark-up over contractor's installation costs for labor and parts for specialty work. The contractor must provide itemized invoice(s). The total amount shall not exceed \$25,000.00 per specialty project.	1	PCNT	$\frac{15}{\text{Mark-Up}}$ %
009	03126 - Control Systems: (for automatic temperature control) Surety Bond, Actual Price to Contractor - Documentation shall be submitted with invoice	1	TOTL	\$TBD

COPY

Renewal Options:

The Division of Facilities Management, Design and Construction shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of two (2) additional years.

The vendor shall indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

Maximum Increase Minimum Decrease

1st Renewal Period: original price + 2 % OR original price - %

2nd Renewal Period: original price + 2 % OR original price - %

Warranty:

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

Warranty on Parts: 1 year

Warranty on Labor: 1 year



Vendor 4314315240 0
Vendor Type VB Misc Vendor Indicator N Last Action Date 12 / 12 / 14

General Information | Payment Information

Vendor Address		Alternate Address	
Name	PREMIUM MECHANICAL AND AUTOMATION INC		UNITED STATES
Ad	Print Desktop Ctrl-P		11837969
City	JACKSON State MO		NO MATCH
Zip	63755		

Customer Account IRS MATCH Contact ROGER A POPP
A/R Contact Vendor Phone 573-243-3918
Comment Single Check Requested

TAXATION DIVISION
P.O. BOX 3666
JEFFERSON CITY, MO 65105-3666



STATE OF MISSOURI
Department of Revenue

Telephone: (573) 751-9268

Fax: (573) 522-1265

E-mail: taxclearance@dor.mo.gov

PREMIUM MECHANICAL CONTRACTORS INC
PREMIUM MECHANICAL CONTRACTORS INC
3185 N HIGH ST
JACKSON, MO 637554025

DATE: February 13, 2015
MISSOURI TAX ID NUMBER:
11837969

CERTIFICATE OF NO TAX DUE

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales and withholding tax, according to the records of the Missouri Department of Revenue as of February 11, 2015. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Missouri Department of Revenue as a result of audit, review of the taxpayer's records, or determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Dwayne Maples".

Dwayne Maples
Administrator, Business Tax

USER NAME PASSWORD

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

PREMIUM MECHANICAL & AUTOMATION INC
 DUNS: 859468654 CAGE Code: 1USG7
 Status: Active

3185 N HIGH
 JACKSON, MO, 63755-4025 ,
 UNITED STATES

Expiration Date: 05/30/2015
 Purpose of Registration: All Awards

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

[RETURN TO SEARCH](#)

Entity Overview

Entity Information

Name: PREMIUM MECHANICAL & AUTOMATION INC
Business Type: Business or Organization
POC Name: Joanna Johannes
Registration Status: Active
Activation Date: 05/30/2014
Expiration Date: 05/30/2015

Exclusions

Active Exclusion Records? No





MISSOURI ONLINE BUSINESS FILING

[? Online Help](#)

Gen. Business - For Profit Details as of 2/13/2015

- Fees & Forms
- FAQ
- Corporations Home
- Business Outreach Office
- UCC Filings
- Corporation Filings
- SOS Home
- Contact Us

*Required Field

If you wish to file online, select the filing from the Filing drop-down list, then click the FILE ONLINE button.

To file a registration report, click the FILE REGISTRATION REPORT button.

To order copies or certificates, click the COPIES/CERTIFICATES button.

RETURN TO
SEARCH RESULTS

ORDER COPIES/
CERTIFICATES

Select filing from the list.

Filing Type: Acceptance of a General Business to a Non Pr.

FILE
ONLINE

General Information	Filings	Address	Contact(s)
Name(s) PREMIUM MECHANICAL AND AUTOMATION, INC.		Address 3185 N HIGH STREET JACKSON, MO 63755	
Type Gen. Business - For Profit		Charter No. 00296507	
Domesticity Domestic		Status Good Standing	
Registered Agent DAVID M REMLEY DAVID M REMLEY P O BOX 1548 CAPE GIRARDEAU, MO 63702-1548		Date Formed 12/15/1986	
Duration Perpetual			
Renewal Month January			
Report Due 4/30/2016			

The information contained herein is provided as a public service. The State makes no representation or guarantee as to the correctness, completeness or suitability of the information provided or of any linked information. All critical information should be verified directly with the Secretary of State, Corporation Division. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights. The information and/or services provided may change at any time without notice.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
 HARRY S. TRUMAN OFFICE BUILDING
 301 WEST HIGH STREET, ROOM 730
 PO BOX 809
 JEFFERSON CITY, MO 65102

PHONE: (573) 751-2624 FAX: (573) 751-7277

NOTICE OF AWARD

SFS NO.: FMDC-S14-0006	CONTRACT TITLE: Parts and Labor - Automated Logic Control System	CONTRACT PERIOD/REQUIRED DELIVERY DATE April 15, 2014 through April 14, 2015
CONTRACTOR VENDOR NUMBER: 4314315240 0	OPTIONAL CONTRACT RENEWAL PERIODS AVAILABLE: Two (2) One year renewal options	
CONTRACTOR NAME AND ADDRESS: Premium Mechanical and Automation, Inc. 3185 N. High Street Jackson, MO 63755	DELIVER EQUIPMENT, SUPPLIES AND/OR SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS: As indicated in paragraph 3.1.1 a. - b.	
	MAIL INVOICES TO: As indicated on the Purchase Order	

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

The bid submitted by Premium Mechanical and Automation, Inc. in response to SFS FMDC-S14-0005 is accepted in its entirety.

STATE OF MISSOURI USE ONLY

The Contractor 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 State Agency.

OA/FMDC CONTACT NAME: Reva Jones	OA/FMDC CONTACT TITLE: Contract Specialist II	OA/FMDC CONTACT INFORMATION: Email: Reva.Jones@oa.mo.gov Phone: 573-522-1380 Fax: 573-751-7277
SIGNATURE OF OA/FMDC CONTACT: <i>Reva Jones</i>		DATE: 4/15/14
SIGNATURE OF OA/FMDC AUTHORIZED REPRESENTATIVE: <i>Sandy Buckhardt</i>		TITLE: CONTRACT SERVICES MANAGER DATE: 4-15-14



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
AMENDMENT TO SINGLE FEASIBLE SOURCE
FOR PROCUREMENTS LESS THAN \$25,000 ONLY**

SECTION 1

AMENDMENT NO.: 001	AMENDMENT ISSUE DATE: April 11, 2014	RFQ NO.: SFS FMDC-S14-0006
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BIDS MAY BE SUBMITTED VIA

FAX X	EMAIL X	POSTAL/COURIER SERVICE
-----------------	-------------------	-------------------------------

FOR QUESTIONS CALL: (573) 522-1380	FAX BIDS TO: (573) 751-7277	EMAIL BIDS TO: Reva.Jones@oa.mo.gov
--	---------------------------------------	---

MAIL BIDS TO:

PURPOSE:
RFQ Number SFS FMDC-S14-0006 is amended as follows:

2.5.4 Invoicing – The contractor shall submit an itemized invoice for maintenance service, support, labor, materials, and supplies and repair services, including emergency services to the “bill to” address specified on the purchase order. The contractor shall submit invoices for all parts, material, supplies and labor purchased or invoiced from a third party.

SECTION 2

A signed copy of this amendment must accompany the bid.

BIDDER INFORMATION

LEGAL NAME OF ENTITY/INDIVIDUAL Premium Mechanical and Automation, Inc.	
MAILING ADDRESS 3185 N. High St	
CITY, STATE, ZIP CODE Jackson, MO 63755	
CONTACT PERSON Don Henley	EMAIL ADDRESS dhenley@premiumbsi.com or henleydwb@gmail.com
PHONE NUMBER 573-243-3918	FAX NUMBER 573-243-9758
SIGNATURE 	TITLE V.P.
PRINTED NAME Don Henley	DATE 4/14/14



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
SINGLE FEASIBLE SOURCE (SFS) COVER PAGE

SECTION 1

SFS NO.: FMDC-S14-0006	ISSUE DATE January 14, 2014	BIDS MUST BE RECEIVED NO LATER THAN January 28, 2014 @ 2:00 p.m.
TO: PREMIUM MECHANICAL AND AUTOMATION, INC. 3185 N. HIGH STREET JACKSON, MO 63755		PURPOSE: This document constitutes the establishment of a single feasible source contract for maintaining Automated Logic control systems to include HVAC parts, labor and minor upgrades at various state owned facilities located in the Farmington and Southeast Missouri area 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"/>
CONTRACT PERIOD/REQUIRED DELIVERY DATE Date of award through one year		OPTIONAL CONTRACT RENEWAL PERIODS AVAILABLE Two one year renewal options
DELIVER EQUIPMENT, SUPPLIES AND/OR SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS: See Paragraph 3.1.1 a. - b.		MAIL BID TO: Office of Administration, Division of Facilities Management, Design and Construction 301 West High Street, Room 730 P.O. Box 809 Jefferson City, MO 65102
FOR QUESTIONS CALL: Reva Jones (573) 522-1380	FAX BID TO: (573) 751-7277	EMAIL BID TO: Reva.jones@oa.mo.gov

SECTION 2

This document, referred to as Single Feasible Source (SFS), is divided into the following parts:

INTRODUCTION	EXHIBITS A - D
PERFORMANCE REQUIREMENTS	ATTACHMENTS I - N/A
GENERAL REQUIREMENTS	TERMS AND CONDITIONS
INSTRUCTION TO BIDDERS	
PRICING PAGES	

SECTION 3

The Bidder hereby declares understanding, agreement and certification of compliance to provide the commodities and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The Bidder further agrees that the language of this SFS shall govern in the event of a conflict with the bid.

BIDDER INFORMATION-SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL Premium Mechanical and Automation, Inc.	Is your firm MBE certified? Yes ___ No <input checked="" type="checkbox"/>
	Is your firm WBE certified? Yes ___ No <input checked="" type="checkbox"/>
MAILING ADDRESS 3185 N. high St	FLIN NUMBER: 43-1431524
CITY, STATE, ZIP CODE Jackson, MO 63755	
CONTACT PERSON Don Henley	EMAIL ADDRESS dhenley@premiumbsi.com
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SIGNATURE <i>Don Henley</i>	TITLE Vice President
PRINTED NAME Don Henley	DATE 4/7/14

1. GENERAL CONDITIONS:**1.1 Establishment of Contract:**

- 1.1.1 Establishment of Contract: In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Facilities Management, Design and Construction desires to enter into a contract with Premium Mechanical and Automation, Inc. in Jackson, Missouri as a single feasible source for maintaining the Automated Logic control system to include HVAC parts, labor and minor upgrades at various state owned facilities located in the Farmington and Southeast area of the state of Missouri for the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction. The requirements have been posted in accordance with 34.044 RSMo.
- 1.1.2 The contractor shall understand and agree that the purpose of the contract is for the purchase of maintenance parts and labor on existing Automated Logic control system. Ancillary, limited upgrades, enhancements, and expansions of existing systems shall be allowed as part of maintenance service, but under no circumstances shall the majority of the system or the system in its entirety be replaced or expanded beyond the original building physical limits under the terms of the subject contract.

2. GENERAL CONTRACTUAL REQUIREMENTS:**2.1 Contract:**

- 2.1.1 A binding contract shall consist of: (1) the Single Feasible Source (SFS) document, and any amendments thereto, (2) the contractor's response, (3) clarification of the response, if any, and (4) the Division of Facilities Management, Design and Construction's acceptance of the response by "notice of award" or by "purchase order". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Facilities Management, Design and Construction or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated on page 1 of this document. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Facilities Management, Design and Construction shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Facilities Management, Design and Construction exercises such right, all terms and conditions, requirements and specifications of the contract

shall remain the same and apply during renewal periods. Pricing for the renewal period may adjust according to the applicable pricing adjustment for the specific renewal period as found on the Pricing Page.

2.3 Renewal Periods:

2.3.1 If the option for renewal is exercised by the Division of Facilities Management, Design and Construction, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. The Division of Facilities Management, Design and Construction does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Prices and Percentages:

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

2.4.2 All prices shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced herein, or as otherwise specifically stated and allowed by the SFS.

- a. The contractor shall understand and agree that the price list/catalog pricing or trade pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every twelve (12) months.
- b. The firm, fixed percentage discounts quoted for line items 005 and 006 and the firm, fixed percentage mark-up quoted for line item 007 shall apply to current manufacturer list pricing for all system supplies and parts.
- c. Line item 008, the firm, fixed percentage mark-up over the contractor's installation costs for labor and parts shall apply in determining the invoice cost to the state for specialty work performed under the contract.
- d. In the event that a price list/catalog lists more than one price for the same item, the applicable quoted firm, fixed discount percentage shall be applied to the lowest listed price for that item. The State of Missouri shall always receive the lowest price for the item.
- e. The contractor must provide a contract price listing/catalog or trade pricing (with products clearly identified) to the state agency upon request. Price lists/catalogs shall also be promptly provided to the state agency as the price lists/catalogs change and/or pricing is updated.
- f. The contractor shall understand and agree that the firm, fixed percentage discounts and the firm, fixed percentage mark-ups shall remain the same throughout the duration of the contract.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the contract.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 2, "Invoicing and Payment") unless otherwise addressed herein, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated herein. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.
- 2.5.4 The contractor shall submit an itemized invoice for maintenance service, support, labor, materials, and supplies and repair services, including emergency services to the state agency to the address below. The contractor shall submit invoices for all parts, material, supplies and labor purchased or invoiced from a third party.

Office of Administration
Division of Facilities Management, Design and Construction
301 W. High, Room 780
Jefferson City, MO 65101

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

2.6 Insurance:

- 2.6.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

2.7 Contractor Liability:

- 2.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.7.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8 Coordination:

- 2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Facilities Management, Design and Construction throughout the effective period of the contract.

2.9 Prices Must Be Lowest:

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

2.10 Business Compliance:

- 2.10.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Facilities Management, Design and Construction. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

2.11 Compliance with Terms and Conditions:

- 2.11.1 The contractor's response shall not take exception to or conflict with the mandatory requirements of the SFS (denoted by the words "must" and "shall") including the SFS terms and conditions.
- 2.11.2 The contractor is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the SFS and its contractual requirements.
- 2.11.3 The contractor's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the SFS, must be submitted herein. The contractor shall be required to do one of the following if terms and conditions are submitted: (1) The contractor must clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the SFS FMDC-S14-0006, the SFS shall govern" or (2) Sign the signature block in **Exhibit C**, entitled "Addendum to the Contractor's Terms and Conditions". Failure to place this statement with the contractor's terms and conditions or not signing **Exhibit C** and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the contractor.

2.12 Federal Funds Requirement:

- 2.12.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- the percentage of the total costs of the program or project which will be financed with Federal money;
 - the dollar amount of Federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.13 Debarment Certification:

- 2.13.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached certification regarding debarment, etc., **Exhibit A** with their SFS response. This document must be satisfactorily completed prior to award of the contract.

2.14 Contractor's Personnel:

- 2.14.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.14.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the

contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

2.14.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

(1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

(2) Provide to the Division of Facilities Management, Design and Construction the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

(3) Submit to the Division of Facilities Management, Design and Construction a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.14.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.15 Affidavit of Work Authorization and Documentation:

2.15.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of **Exhibit D**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit D** must be submitted prior to an award of a contract.

2.16 Independent Contractor:

2.16.1 The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.17 Termination:

2.17.1 The Division of Facilities Management, Design and Construction reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.18 Estimated Quantities:

2.18.1 The quantities indicated herein are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.19 Report Requirement:

2.19.1 At no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency off the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Facilities Management, Design and Construction at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

2.20 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements:

2.20.1 The contractor and all subcontractors employed by the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 20 Dated 6/28/13 for all Missouri counties. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on the Notice of Award.

2.20.2 For each renewal period, if any, exercised by the Division of Facilities Management, Design and Construction, the contractor shall comply with section 290.250, RSMo, by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.

2.20.3 The contractor shall forfeit to the state agency \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (section 290.250, RSMo).

2.20.4 In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.

- 2.20.5 The contractor must require all personnel who are "on-site employees" as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The contractor shall forfeit to the state agency a penalty of \$2500.00 plus an additional \$100.00 for each person employed by the contractor or subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- 2.20.6 A contractor who is a "transient employer" as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following notices: (1) The notice of registration for employer withholding issued to the contractor by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the contractor and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to the contractor by the division of employment security. If the contractor fails to post these required notices, the contractor shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.

2.21 Surety Bond:

- 2.21.1 For each approved system upgrade, enhancement or expansion under the contract with a value at or greater than \$25,000, the contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Facilities Management, Design and Construction prior to performance of the upgrade, enhancement or expansion of the system. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the system upgrade, enhancement or expansion under the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number, contract period, and the specific project identification for the specific system upgrade, enhancement or expansion must be specified in the bond. In the event the Division of Facilities Management, Design and Construction exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond(s) for any upgrade, enhancement or expansion work still in process as well as provide any new bond(s) for any new approved upgrade, enhancement or expansion for the said period, pursuant to the provisions of this paragraph.

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

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

- a. Department of Corrections, Farmington Correctional Center, 1012 W. Columbia Street, Farmington, MO.
 - b. Department of Mental Health, Southeast Missouri Mental Health Center, 1010 W. Columbia, Farmington, MO.
- 3.1.2 The contractor must provide a factory-certified service engineer to provide the services required under contract; all services shall be provided on an as needed, if needed basis as determined by the state.
- 3.2 Repair Service Requirements:**
- 3.2.1 In the event the state agency requests the contractor to provide repair services, the contractor shall provide the state agency with a guaranteed total not-to-exceed price, including an itemized listing of all parts, materials and labor for the requested repair services prior to beginning any repair. Such guaranteed not-to-exceed total price shall be computed using the firm, fixed per hour price for labor, plus the firm, fixed percentage discount applied to current manufacturer's list/catalog price for parts and materials, and the firm, fixed percentage mark-up for subcontract parts and labor as stated on the Pricing Pages.
- a. The contractor shall agree and understand that the state agency shall have the right to approve or reject such guaranteed not-to-exceed total price.
 - b. The contractor shall initiate the repairs within forty-eight (48) hours of receiving written approval from the state agency to proceed with the approved repair, unless other times are mutually agreed upon between the contractor and the state agency.
- 3.3 Ancillary System Upgrade, Enhancement and Limited System Expansion Services For Existing Systems:**
- 3.3.1 As part of maintenance service provided, the contractor shall also provide system upgrade, enhancement, and limited system expansion services ancillary to and part of existing system configurations only at the request of and with the prior written approval of the state agency.
- 3.3.2 For purposes of this document the following definitions shall apply:
- a. System Upgrade Services shall be defined as services, repairs, or parts that provide the most recent version of any system component.
 - b. System Enhancement Services shall be defined as services, repairs, or parts that provide improved overall system efficiency and operation.
 - c. System Expansion shall be distinguished from system upgrade and enhancement; a system expansion shall mean literal physical growth of the system beyond the system's configuration specific to the identified location current at the time of contract award. Such expansion shall be limited in scope pursuant to provisions stated in paragraph 3.3.5 herein.
- 3.3.3 In the event the state agency requests the contractor provide a system upgrade, enhancement, or expansion, the contractor shall provide the state agency with a guaranteed not-to-exceed total price for such prior to beginning the system upgrade, enhancement, or expansion services.
- a. The guaranteed not-to-exceed total price shall be computed using the firm, fixed per hour price for labor, plus the applicable firm, fixed percentage discount or mark-up applied to current manufacturer's list/catalog price for parts and materials as stated on the Pricing Pages.

- b. The contractor shall provide a detailed description of all materials and services required to upgrade and enhance the system.
 - c. If the guaranteed not-to-exceed price is approved by the state agency and if the state agency authorizes the contractor to perform the system upgrade or enhancement, the contractor shall proceed with the approved upgrade or enhancement service.
- 3.3.4 Majority or complete system upgrade, expansion or replacement shall not be performed under the subject contract and shall not be considered consistent with the definitions and terms presented in paragraphs 3.3.1-3.3.3(c) above.
- 3.3.5 Any system expansion estimated to cost \$25,000.00 or more must first be reviewed and approved by the Office of Administration Facilities Management Design and Construction, and by the Division of Purchasing and Materials before the contractor and state agency may proceed with actual system expansion.
- 3.3.6 The contractor shall provide all labor, materials, and equipment to upgrade, enhance or expand the existing system.
- 3.3.7 The contractor shall provide the standard manufacturer's warranty for the approved upgrade, enhancement, or expansion.
- 3.3.8 The contractor shall provide additional training, whether required by the contractor or the state agency. The contractor shall provide the additional training needed for the successful operation of the upgrade, enhancement or expansion of the system at no additional charge. The contractor shall provide updated manuals/user-guides to the state agency at no charge.
- 3.4 Automated Logic Brand Supplies and Catalogs:**
- 3.4.1 The contractor shall understand that due to the state agency's utilization of Automated Logic brand HVAC equipment at the locations identified herein, the contractor must provide Automated Logic brand HVAC maintenance and supplies to maintain system integrity.
- 3.4.2 The contractor must provide current Automated Logic line catalogs and price lists annually. CD's are acceptable, and should be made available to requesting state agency maintenance staff.
- 3.4.3 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Facilities Management, Design and Construction.
- 3.4.4 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 3.4.5 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Facilities Management, Design and Construction shall be the final authority as to acceptability of any proposed substitution.
- 3.4.6 Any item substitution shall require a formal contract amendment authorized by the Division of Facilities Management, Design and Construction prior to the state acquiring the substitute item under the contract.

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

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

3.5.1 The contractor shall invoice for actual service performed in accordance with the applicable hourly pricing shown on the Pricing Page for line items 001-004.

3.5.2 The contractor shall provide system control parts and devices that are considered programmable DDC components at the firm, fixed percentage discount quoted for line item 005 on the contract as applied to the current manufacturer's suggested retail price for the specific part or device.

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

3.5.4 The contractor shall be paid for system parts and devices not normally stocked by the contractor in accordance with the firm, fixed mark-up quoted as line item 007. The mark-up percentage shall be firm and fixed for the duration of the contract including renewal periods, and shall be applied to the current manufacturer's suggested retail price for the item.

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

3.5.5 For specialty work performed under the contract, the contractor shall be paid in accordance with the quoted firm, fixed percent mark-up quoted as line item 008 that shall be applied to actual invoice pricing. In no event shall the total price for specialty work exceed \$25,000.00 per project for specialty work.

a. The contractor shall provide supporting documentation in the event specialty work is performed, and otherwise as requested by the state agency.

3.5.6 In the event the contractor must obtain a surety bond consistent with provisions stated in paragraph 2.21.1 herein, then the contractor shall be entitled to receive reimbursement for the actual cost to the contractor for obtaining said surety bond. At the time the contractor invoices the state for obtaining the required surety bond, the contractor must submit the invoice (or copy) of the bond company's invoice to the contractor for the specific surety bond before the state will compensate the contractor. Line item 009 on the Pricing Page shall be referenced on the contractor's invoice when invoicing the state for the surety bond.

3.5.7 The contractor shall submit an itemized invoice to Facilities Management Design and Construction upon completion of any work performed under the contract. Itemization on the invoice must follow the line items identified on the Pricing Pages of the subject contract.

3.6 Replacement of Damaged Product:

3.6.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

3.7 Delivery Performance:

2.1.1. The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

3.8 Compliance with Clean Air Act of 1990:

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

3.9 Warranty Requirements:

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

PRICING PAGES

MANDATORY SPECIFICATIONS - The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed. The bidder shall provide firm, fixed pricing for all line items below. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.

Line Item	C/S Code / Description	Estimated Quantity	Unit of Measure	Firm, Fixed Unit Price
001	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Basic Hourly Rate	100	HR	\$ <u>105.00</u>
002	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Service Engineer - Overtime Hourly Rate	25	HR	\$ <u>157.50</u>
003	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Basic Hourly Rate	100	HR	\$ <u>95.00</u>
004	03126 - Control Systems: (for automatic temperature control) Firm, fixed hourly rate for Journeyman Electrician - Overtime Hourly Rate	25	HR	\$ <u>142.50</u>
005	03126 - Control Systems: (for automatic temperature control) System Control Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system control parts and devices	1	PCNT	<u>50</u> % Discount
006	03126 - Control Systems: (for automatic temperature control) System Relay Parts and Devices - Firm, fixed percentage discount to be applied to the current manufacturer suggested retail price for system relay parts and devices	1	PCNT	<u>15</u> % Discount
007	03126 - Control Systems: (for automatic temperature control) System Parts and Devices Not Normally Stocked by the Contractor - Firm, fixed percentage markup over the current manufacturer suggested retail price for the item	1	PCNT	<u>35</u> % Mark-Up
008	03126 - Control Systems: (for automatic temperature control) Specialty Installation Labor and Parts - Firm, fixed percentage mark-up over contractor's installation costs for labor and parts for specialty work. The contractor must provide itemized invoice(s). The total amount shall not exceed \$25,000.00 per specialty project.	1	PCNT	<u>15</u> % Mark-Up
009	03126 - Control Systems: (for automatic temperature control) Surety Bond, Actual Price to Contractor - Documentation shall be submitted with invoice	1	TOTL	<u>\$TBD</u>

Renewal Options:

The Division of Facilities Management, Design and Construction shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of two (2) additional years.

The vendor shall indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

NOTICE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.

Maximum Increase Minimum Decrease

1st Renewal Period: original price + 2 % OR original price - %

2nd Renewal Period: original price + 2 % OR original price - %

Warranty:

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

Warranty on Parts: 1 year

Warranty on Labor: 1 year

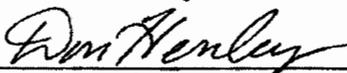
EXHIBIT A**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Premium Mechanical and Automation, Inc. 859468654

<u>Company Name</u>	<u>DUNS #</u>
Don Henley	Vice President
<u>Authorized Representative's Printed Name</u>	<u>Authorized Representative's Title</u>
	4/7/14
<u>Authorized Representative's Signature</u>	<u>Date</u>

Instructions for Certification

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

EXHIBIT B

MISCELLANEOUS INFORMATION

Outside United States

If any products and/or services offered under this SFS are being manufactured or performed at sites outside the United States, the contractor **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 <u> </u>	No <u> X </u>
Describe and provide details:		

Employee Bidding/Conflict of Interest

Contractors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with § 105.450 to 105.458, RSMo regarding conflict of interest. If the contractor and/or any of the owners of the contractor's organization are currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in contractor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	%

MBE/WBE Organization

Contractors who are certified MBE/WBE Organizations should provide the information requested below.

	MBE	WBE
Name of Organization:		
	<i>(Name of MBE/WBE)</i>	
Contact Name:		Email:
Address:		Phone #:
City:		Fax #:
State/Zip:		Certification #

Certification Expiration Date (or attach copy of certification): _____

Authorized Signature of Participating MBE/WBE Organization

Date
 (No earlier than the SFS issuance date)

EXHIBIT C**ADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS**

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

(SIGNATURE REQUIRED)

	4/7/14
AUTHORIZED SIGNATURE Don Henley	DATE Vice President
PRINTED NAME	TITLE
Premium Mechanical and Automation, Inc.	
CONTRACTOR'S COMPANY NAME	

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

BUSINESS ENTITY CERTIFICATION:

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Facilities Management, Design and Construction.

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

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

BOX A - CURRENTLY NOT A BUSINESS ENTITY

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (SFS FMDC-S14-0006) 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.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT D, continued

(Complete the following if you DO NOT have an E-Verify Memorandum of Understanding (MOU) of Work Authorization already in place with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B - CURRENT BUSINESS ENTITY STATUS

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

Don Henley

 Authorized Business Entity
 Representative's Name (Please Print)
 Premium Mechanical and

Automation, Inc.

 Business Entity Name

dhenley@premiumbsi.com

 E-Mail Address


 Authorized Business Entity
 Representative's Signature

4/7/14

 Date

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT D, continued

AFFIDAVIT OF WORK AUTHORIZATION:

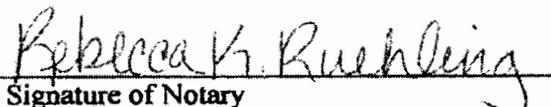
The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

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

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

	<u>Don Henley</u>
Authorized Representative's Signature	Printed Name
<u>Vice President</u>	<u>4/7/14</u>
Title	Date
<u>dhenley@premiumbsi.com</u>	<u>217436</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 7th of April, 2014. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Cape Girardeau, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 6/13/16.
(NAME OF STATE) (DATE)

 4/7/14
Signature of Notary Date

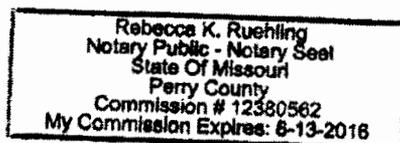


EXHIBIT D, continued

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

BOX C - AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

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

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____

(if known)

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ E-Verify MOU Company ID Number	_____ E-Mail Address
_____ Business Entity Name	_____ Date

FOR STATE USE ONLY

Documentation Verification Completed By:

_____ OA/FDMC Contract Official	_____ Date
------------------------------------	---------------

**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
TERMS AND CONDITIONS**

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

1. DEFINITIONS

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

- a. Amendment means a written, official modification to an SFS.
- b. Attachment applies to all forms which are included with an SFS to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- c. Bid Date and Time and similar expressions mean the deadline required by the SFS for the receipt of bids.
- d. Bidder means the person or organization that responds to an SFS by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the SFS document.
- e. Contract means a legal and binding agreement between two or more competent parties for the procurement of equipment, supplies, and/or services.
- f. Contractor means a person or organization who is a successful bidder as a result of an SFS and who enters into a contract with the state agency.
- g. Exhibit applies to forms which are included with an SFS for the bidder to complete and submit with the bid prior to the specified date and time bids are due.
- h. Facility means the specific location identified herein for which the supplies are being solicited.
- i. 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.
- j. Missouri product means goods or commodities which are manufactured, mined, produced, or grown by companies in Missouri, or services provided by such companies.
- k. May means that a certain feature, component, or action is desirable but not mandatory.
- l. 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.
- m. State Agency means the statutory unit of Missouri state government for which the equipment, supplies, and/or services are being purchased. The State Agency is responsible for payment.
- n. 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 SFS. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified date and time bids are due.
- o. Request for Quotation (SFS) means the solicitation document issued by the State Agency to potential bidders for the purchase of equipment, supplies, and/or services as required in the document.
- p. 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.
- q. Shall has the same meaning as the word must.
- r. Should has the same meaning as the word may.
- s. Supplies means supplies, materials, equipment, contractual services and any and all articles or things, except for utility services regulated under Chapter 393, RSMo.
- t. Value includes but is not limited to price, performance, and quality. In assessing value, the State Agency 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.
- u. Will has the same meaning as the words shall and must.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. INVOICING AND PAYMENT

- a. The State Agency does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.

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

4. DELIVERY

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

5. INSPECTION AND ACCEPTANCE

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

6. CONFLICT OF INTEREST

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

7. WARRANTY

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

8. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State Agency of any existing or future right and/or remedy available by law in the event of any claim by the State Agency of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State Agency of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State Agency.

9. CANCELLATION OF CONTRACT

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

10. BANKRUPTCY OR INSOLVENCY

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

11. INVENTIONS, PATENTS AND COPYRIGHTS

- a. The contractor shall defend, protect, and hold harmless the State Agency, 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 State Agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the State Agency's purposes or the purpose of the State of Missouri.

12. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

If discrimination by a contractor is found to exist, the State Agency shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the State Agency until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

13. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

14. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

15. COMMUNICATIONS AND NOTICES

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

16. TITLES

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.

Revised 06/17/13

END OF DOCUMENT

REVISED 11/21/13



Company ID Number: 217436

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

Employer Premium Mechanical and Automation, Inc

Roger A Popp

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/01/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/01/2009

Date



Company ID Number: 766326

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Premium Mechanical and Automation, Inc
Company Facility Address	3185 North High Street Jackson, MO 63755
Company Alternate Address	
County or Parish	CAPE GIRARDEAU
Employer Identification Number	431431524
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Vendor (1 of 3)



Vendor **4312315241** 0

Vendor Type **VG** Misc Vendor Indicator **N**

Last Action Date **12 / 30 / 13**

General Information | Payment Information

Vendor Address		Alternate Address	
Name	PREMIUM MECHANICAL AND AUTOMATION INC		UNITED STATES
Print Desktop	Ctrl+P		11837969
City	JACKSON	State	MO
Zip	63755		MATCH
			Usage

Customer Account	IRS MATCH	Contact	ROGER A POPP
A/R Contact		Vendor Phone	573-243-3918
Comment			<input type="checkbox"/> Single Check Request

Search Results

Current Search Terms: premium* mechanical* and* automation* inc.*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>

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FILED DOCUMENTS

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Date: 4/10/2014

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Business Name History

Name	Name Type
PREMIUM MECHANICAL AND AUTOMATION, INC.	Legal
JOHANNES WOOD PRODUCTS, INC.	Prev Legal
PREMIUM MECHANICAL CONTRACTORS, INC.	Prev Legal

General Business - Domestic - Information

Charter Number:	00296507
Status:	Good Standing
Entity Creation Date:	12/15/1985
State of Business:	MO
Expiration Date:	Perpetual
Last Registration Report Filed Date:	4/29/2013
Last Registration Report Filed:	2013
Registration Report Month:	January

Registered Agent

Agent Name:	<u>DAVID M REMLEY</u>
Office Address:	DAVID M REMLEY P O BOX 1548 CAPE GIRARDEAU MO 63702-1548
Mailing Address:	