



NOTICE OF CONTRACT AMENDMENT

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

B1214164

CONTRACT NUMBER C114164001	CONTRACT TITLE Aquawing Ozone System
AMENDMENT NUMBER 005	CONTRACT PERIOD February 3, 2016 through February 2, 2017
REQUISITION/REQUEST NUMBER NR 931 YYY16708360	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4209839120 2
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W. 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114164001 is hereby amended pursuant to the attached amendment #005, dated 05/09/2016.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Nicolle Backes</i>	DATE 5/23/16
DIRECTOR OF PURCHASING <i>Kevin Boyer</i>	



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

AMENDMENT NO.: 005
CONTRACT NO.: C114164001
TITLE: Aquawing Ozone System
ISSUE DATE: 4/19/16

REQ NO.: NR 931 YYY16708360
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: RJ Kool Company
234 W 12th Avenue
North Kansas City, MO 64116

RETURN AMENDMENT BY NO LATER THAN: 4/27/2016 AT 5:00 PM CENTRAL TIME

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

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

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

State of Missouri
Various State Agencies

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME RJ Kool Company		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. RJ Kool Company of Missouri	
MAILING ADDRESS 234 W 12 th Ave		IRS FORM 1099 MAILING ADDRESS 234 W 12 th Ave	
CITY, STATE, ZIP CODE N. Kansas City MO 64116		CITY, STATE, ZIP CODE N. Kansas City, MO 64116	
CONTACT PERSON Bill Kimmel		EMAIL ADDRESS b.kimmel@rjkool.com	
PHONE NUMBER 816-474-9874		FAX NUMBER 816-778-8874	
TAXPAYER ID NUMBER (TIN) 42-0983912	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 5/9/16	

AMENDMENT #005 TO CONTRACT C114164001**CONTRACT TITLE:** Aquawing Ozone System – Preventive Maintenance**CONTRACT PERIOD:** February 3, 2016 through February 2, 2017

The State of Missouri hereby amends the above referenced contract to add the following line item:

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PERCENTAGE DISCOUNT</u>
006	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed discount off current manufacturer's list price for generators and concentrators needed for the maintenance, repair or replacement for the Aquawing Ozone Systems in place at various Department of Corrections facilities	PCT	<u>25</u> %

Additionally, the State of Missouri hereby amends the above referenced contract to add paragraph 3.1.7 as follows:

3.1.7 An ozone system as specified on the Pricing Page shall be defined as a complete ozone tower that contains its own model and serial number.

All other terms, conditions and provisions of the contract, including all prices and percentage discounts as modified by subsequent amendments, shall remain the same and apply hereto.

The contractor shall state a discount percentage, sign and return this document by the time and date specified on page one.



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing>

Karen S. Boeger
Director

TO: File C114164001
FROM: Nicolle Backes, Buyer³
DATE: April 6, 2016
RE: Amendment #005 to Contract C114164001

Pursuant to the attached SAM II document NR 931 YYY16708360, authorized by Gary Stoll of the Department of Corrections (DOC), the DOC is requesting to amend contract C114164001 with RJ Kool Company to add a line item for a discount percentage off the current manufacturer's list price for generators and concentrators. Additionally, the contract shall be amended to add language to define an ozone system.

Contract C114164001 was established as a single feasible source contract with RJ Kool Company to provide preventive maintenance on Aquawing Ozone Systems for various state agency locations with existing proprietary systems and solutions. Per the request, DOC intends to purchase approximately \$40,000 worth of generators and concentrators which are considered a necessary part of the Aquawing Ozone System. Per the letter dated 04/05/2016 from Gary Stoll of DOC, for compatibility, warranty, service and maintenance, any replacement generators and concentrators must also be Aquawing products. RJ Kool Company is the only authorized distributor, repair, and service company for the Aquawing Ozone Systems.

I believe it to be in the best interest of the State of Missouri to add the line item to the current contract C114164001 with RJ Kool Company. The additional line item will add greater than 10% to the contract and requires the single feasible source to be re-advertised.

All other terms, conditions, prices, and discount percentages of the contract shall remain the same.

Jeremiah W. (Jay) Nixon
Governor

George A. Lombardi
Director



2729 Plaza Drive
P. O. Box 236
Jefferson City, MO 65102
Telephone: 573-751-2389

Fax: 573-526-0880
TDD Available

State of Missouri
DEPARTMENT OF CORRECTIONS
Ad Excelleum Conamur - "We Strive Towards Excellence"

April 5, 2016

Nicolle Backes
OA-Division of Purchasing

The current ozone systems install at Department of Corrections facilities, are Aquawing Ozone Injection systems supplied by RJ Kool. For compatibility, warranty, service and maintenance, any replacement generators and concentrators must also be Aquawing products. RJ Kool is the only authorized Missouri distributor and service company for Aquawing products.

Let me know if further information is needed.

Sincerely,
Gary Stoll, CPPB


Purchasing Manager

An Equal Opportunity Employer

AWOIS, LLC



Aquawing Ozone Injection Systems (AWOIS, LLC)
45 Priscilla Lane | Auburn, NH 03032
Phone: 1-800-238-3570
Fax: 603-644-0498
E-mail: info@AquawingOzone.com

1/25/2016

To Whom It May Concern:

This letter certifies that the **RJ Kool Company** is Missouri's only authorized distributor, repair, and Service Company for Aquawing Ozone Injection Systems. All Aquawing products have been integrated as a result of years of research & development to ensure peak performance and quality results. For this reason, all products require Aquawing approved components and service.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Daniels". The signature is stylized and somewhat cursive.

Brett Daniels
Vice President
AWOIS, LLC
603.494.6263
Brett@AquawingOzone.com

AWOIS, LLC | Phone: 1-800-238-3570 | Fax: 603-644-0498 | E-mail: info@awois.com

Backes, Nicolle

From: Backes, Nicolle
Sent: Tuesday, February 09, 2016 11:31 AM
To: Denny, Lindsay; Rees, Jennie; Stoll, Gary
Subject: FW: RJ Kool Ozone Contract Billing

Good morning,

I received the below email from RJ Kool regarding the contract billing. I wanted to make sure that information was received in your offices.

In addition, there is nothing in the contract the directly speaks to what is defined as a system. Would it be beneficial for your offices if an amendment was processed to define a system within the contract?

Your feedback is greatly appreciated.

Thank you.

Nicolle Backes

Buyer II
State of Missouri, Office of Administration
Division of Purchasing
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.backes@oa.mo.gov

From: Aaron Ford [<mailto:aaron@rjkool.com>]
Sent: Tuesday, February 02, 2016 8:08 AM
To: Childers, Natasha; Dietz, Meschelle; Herigon, Kathy; Gaston, Debra; Schreck, Susan; Boyd, Linda; Davis, Tracey R; Spear, Shana
Cc: Temmen, Donna; Hammond, Samuel; Backes, Nicolle; Bill Kimmel; Sarah Gray; Darren Harding
Subject: RJ Kool Ozone Contract Billing

To Whom It May Concern:

This e-mail is meant to inform each correctional facility that contains two (2) Aquawing Ozone Injection Systems in their laundry that during the 2015 year, RJ Kool had a system billing glitch. Per the State of Missouri Contract C114164001 Amendment #004, Line Item 001 states "Firm, fixed monthly price per system per facility Preventative maintenance services for the installed Aquawing Ozone Systems at various facilities as identified in Attachment 1" "EA \$255". A system is defined as a complete ozone tower that contains its own model and serial number. During the 2015 year RJ Kool noticed the billing glitch around July in which the facilities that contained two (2) ozone systems were only being billed for one (1). Since several months had already passed, RJ Kool decided to let each of those facilities finish out the years contract billing in that manner. This e-mail is to inform those facilities affected that RJ Kool has repaired the glitch for the new 2016 contract and will be billing for "per system per facility".

We at RJ Kool sincerely apologize for the mistake and any inconveniences this may incur. Should anyone have any questions or concerns, please feel free to contact Aaron Ford.

Best Regards,

Backes, Nicolle

From: Stoll, Gary
Sent: Friday, January 22, 2016 1:37 PM
To: Palazzolo, Liz
Cc: Backes, Nicolle; Borchelt, Laurie
Subject: RE: RJ Kool C114164001

follow up

Right now all I have is an email. I'll get a signed letter on letterhead.

Gary Stoll, CPPB
Purchasing Manager
Missouri Department of Corrections
(573)-526-6402

From: Palazzolo, Liz
Sent: Friday, January 22, 2016 12:24 PM
To: Stoll, Gary
Cc: Backes, Nicolle; Borchelt, Laurie; Palazzolo, Liz
Subject: RE: RJ Kool C114164001

Hi Gary – Send us what you have on the SFS nature of the generator and concentrator, and I think adding them to the contract makes sense. We'd probably re-advertise the addition.

Liz Palazzolo, OA DPMM
Phone: 573-751-4885
Fax: 573-526-9816

From: Stoll, Gary
Sent: Friday, January 22, 2016 10:54 AM
To: Palazzolo, Liz
Subject: RJ Kool C114164001

I had a discussion with someone in your office, I think probably Nicolle, about whether or not generator and concentrator replacement is included in the RJ Kool ozone preventive maintenance contract. I think the consensus on your end was that they were not. Prices that I am seeing for generators and concentrators are between \$2800 and \$6300 each, depending on the size of the machine.

Since contract C114164001 is a single feasible source contract, and the generators and concentrators are single feasible source to RJ Kool, if I get the appropriate SFS documentation from RJ Kool, can generators and concentrators be added to contract C114164001? Or better yet, is the SFS documentation already on file sufficient to add the generators and concentrators?

The reason I am asking to add to the current contract is because it already has in it a per hour labor charge. Given the cost, you may have to advertise again. We are looking at approximately \$38,000 in the not too distant future.

Gary Stoll, CPPB
Purchasing Manager
Missouri Department of Corrections
(573)-526-6402

Single Feasible Source Purchase

Title: Aquawing Ozone System- Preventive Maintenance

Description: The State of Missouri desires to add a line item for the purchase of generators and concentrators needed in the maintenance, repair or replacement of such for the Aquawing Ozone Systems in place at various Department of Corrections facilities to the contract for preventive maintenance on the Aquawing Ozone System from RJ Kool Company, who is the sole authorized distributor, repair, and service company for the system.

Contract Period: February 3, 2016 through February 2, 2017

Renewal Options: One (1)

Agency: Various State Agencies

Supplier: RJ Kool Company

Buyer: Nicolle Backes

Phone No: 573-751-5341

E-Mail: Nicolle.skaggs@oa.mo.gov

**Advertising
Required:** Yes

Requisition No.: NR 931 YYY16708360

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
CITY OF ST. LOUIS

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Karie Clark** on behalf of **ST. LOUIS DAILY RECORD** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **May 19, 2016** edition and ending with the **May 19, 2016** edition, for a total of **1** publications:

05/19/2016

The Division of Purchasing is soliciting sealed bids to be received by 2:00 P.M. on the dates specified below for various agencies of the State of Missouri. The specifications may be obtained on the Internet at <https://www.mo0lb.mo.gov>. Questions regarding obtaining specifications may be directed to (573) 751-2387.

RFPS30034901600773 - Electrical Acceptance Testing, Inspection, Maintenance and Repair 06/09/16

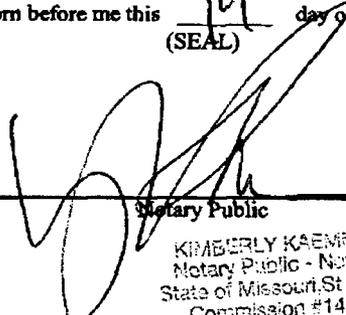
It is the intent of the State of Missouri, Division of Purchasing to purchase each of the following as a single feasible source without competitive bids. If suppliers exist other than the ones identified, please call (573) 751-2387 immediately.

1. Aquawing Ozone System - Preventive Maintenance supplied by RI Kool Company
2. Supports Intensity Scale (SIS) supplied by American Association of Intellectual and Developmental Disabilities (AAIDD)
11070775 City May 19, 2016



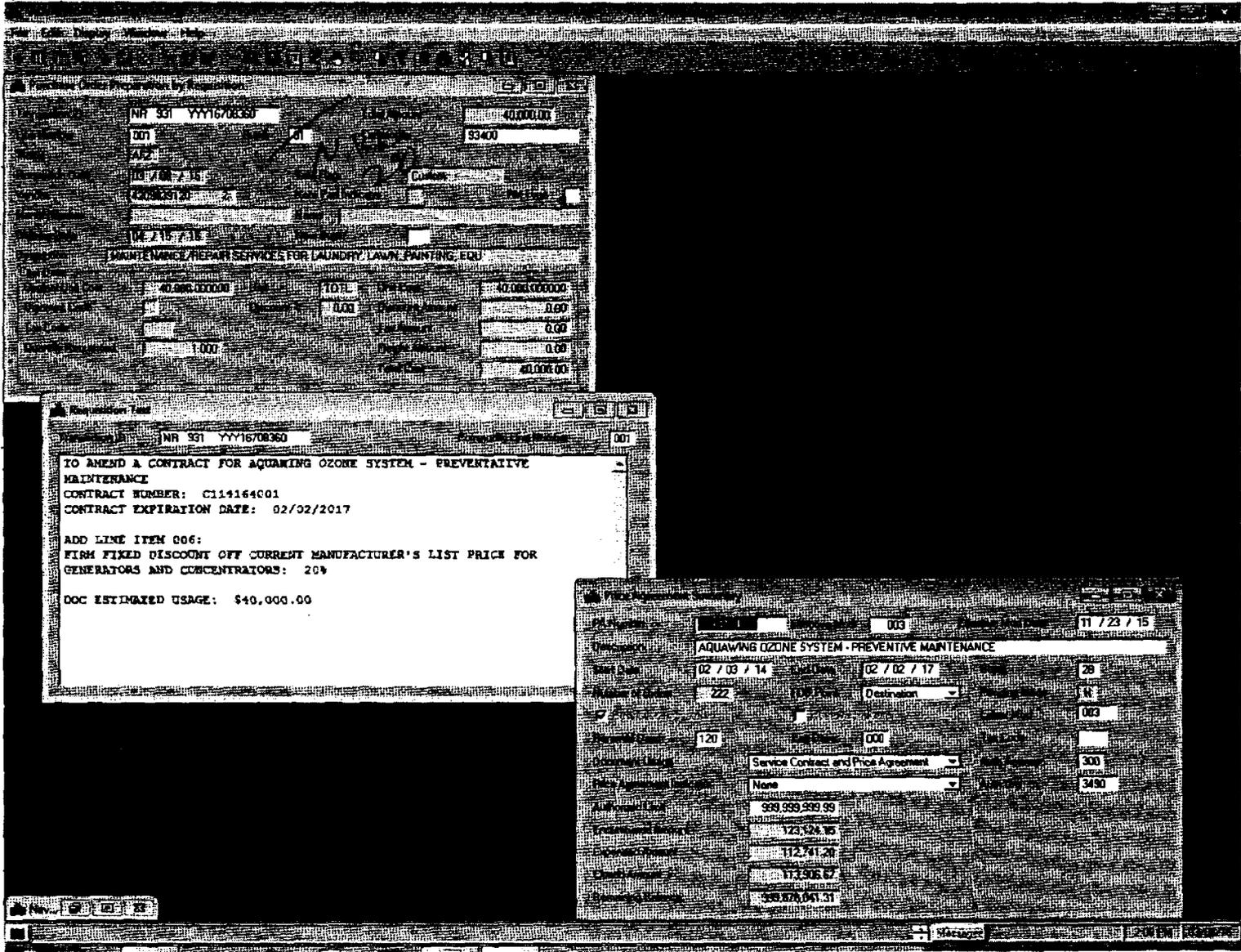
Karie Clark

Subscribed & sworn before me this 19 day of May, 2016
(SEAL)



Notary Public

KIMBERLY KAEMMERER
Notary Public - Notary Seal
State of Missouri, St. Louis City
Commission #14967146
My Commission Expires Apr 27, 2018



NR 931 YYY16708360 40,000.00
 001 93400
 01
 02/03/14
 02/02/17
 003
 120
 000
 300
 3490
 999,999,999.99
 123,429.75
 112,741.29
 113,906.67
 339,678,041.31

NR 931 YYY16708360 001
 TO AMEND A CONTRACT FOR AQUAWING OZONE SYSTEM - PREVENTATIVE MAINTENANCE
 CONTRACT NUMBER: C114164001
 CONTRACT EXPIRATION DATE: 02/02/2017
 ADD LINE ITEM 006:
 FIRM FIXED DISCOUNT OFF CURRENT MANUFACTURER'S LIST PRICE FOR GENERATORS AND CONCENTRATORS: 20%
 DOC ESTIMATED USAGE: \$40,000.00

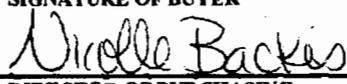
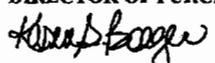
003 11 / 23 / 15
 AQUAWING OZONE SYSTEM - PREVENTATIVE MAINTENANCE
 Start Date: 02 / 03 / 14 End Date: 02 / 02 / 17
 Quantity: 222 Unit: Destination
 120 000
 Service Contract and Price Agreement 300
 None 3490
 999,999,999.99
 123,429.75
 112,741.29
 113,906.67
 339,678,041.31



NOTICE OF CONTRACT RENEWAL

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

612 14164

CONTRACT NUMBER C114164001	CONTRACT TITLE Aquawing Ozone System - Preventive Maintenance
AMENDMENT NUMBER 004	CONTRACT PERIOD February 3, 2016 through February 2, 2017
REQUISITION NUMBER NR 931 YYY16708180	VENDOR NUMBER 4209839120 2
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114164001 is hereby amended pursuant to the attached amendment #004, dated 11/19/2015.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 11/19/15
DIRECTOR OF PURCHASING 	



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

AMENDMENT NO.: 004
CONTRACT NO.: C114164001
TITLE: Aquawing Ozone System - Preventive Maintenance
ISSUE DATE: 11/16/2015

REQ NO.: NR 931 YYY16708180
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: RJ Kool Company
234 W 12th Avenue
North Kansas City, MO 64116

RETURN AMENDMENT BY NO LATER THAN: 11/20/2015 AT 5:00 PM CENTRAL TIME

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

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

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

State of Missouri
Various State Agencies

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>RJ Kool</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>RJ Kool Company of Missouri</i>	
MAILING ADDRESS <i>234 W. 12th Ave</i>		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE <i>N. Kansas City, MO 64116</i>		CITY, STATE, ZIP CODE	
CONTACT PERSON <i>Bill Kimmel</i>		EMAIL ADDRESS <i>bkimmel@rjkool.com</i>	
PHONE NUMBER <i>816-474-9274</i>		FAX NUMBER <i>816-474-7141</i>	
TAXPAYER ID NUMBER (TIN) <i>42-0983912</i>	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN) 42098391202	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>11/19/15</i>	
PRINTED NAME <i>William Kimmel</i>		TITLE <i>President</i>	

C114164001-004

Page 2

AMENDMENT #004 TO CONTRACT C114164001**CONTRACT TITLE:** Aquawing Ozone System – Preventive Maintenance**CONTRACT PERIOD:** February 3, 2016 through February 2, 2017

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (2.5% Increase). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

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

C114164001-004

Page 3

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>PRICE</u>
001	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed monthly price per system per facility Preventive maintenance services for the installed Aquawing Ozone Systems at various facilities as identified in Attachment I	EA	\$ <u>255⁰⁰</u>
002	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor Normal business hours 8AM – 5PM Monday through Friday	HR	\$ <u>69⁰⁰</u>
003	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor After business hours Monday through Friday	HR	\$N/A
004	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor Weekends Saturday and Sunday	HR	\$N/A
005	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed discount off current manufacturer's list price for parts and supplies	PCNT	10 %



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.

Backes, Nicole

From: Hammond, Samuel
Sent: Thursday, November 19, 2015 11:42 AM
To: Backes, Nicole
Subject: RE: C114164001-004

The Department approves this pricing. Please proceed.
Thanks

From: Backes, Nicole
Sent: Thursday, November 19, 2015 11:33 AM
To: Hammond, Samuel
Subject: C114164001-004

Good morning,

The contractor was allowed to take a 2.5% increase. The contractor chose to take a 2% increase on line item 001 and keep the remaining line items the same as the original contract period. Attached is a spreadsheet detailing each line item.

Please advise if the agency approves the proposed pricing.

Thank you.

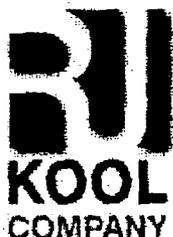
Nicole Backes

Buyer II
State of Missouri, Office of Administration
Division of Purchasing
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.backes@oa.mo.gov

Backes, Nicolle

From: Bill Kimmel [bkimmel@rjkool.com]
Sent: Thursday, November 19, 2015 1:14 PM
To: Backes, Nicolle
Subject: RE: C114164001-004

Okay – so what exactly are you looking forward from me? We have had wage increase, health insurance increases, parts price increases.



Bill Kimmel | President
RJ KOOL COMPANY
bkimmel@rjkool.com
Desk: (800) 345-4551 ext. 102
Cell: (816) 550-0785
Fax: 816-778-8874
234 W. 12th Ave, N. Kansas City, MO 64116

From: Backes, Nicolle [mailto:Nicolle.Backes@oa.mo.gov]
Sent: Thursday, November 19, 2015 1:12 PM
To: Bill Kimmel <bkimmel@rjkool.com>
Subject: RE: C114164001-004

The price is the same as last year, but the state bases the increase off of the original contract pricing.

Nicolle Backes

Buyer II
State of Missouri, Office of Administration
Division of Purchasing
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.backes@oa.mo.gov

From: Bill Kimmel [mailto:bkimmel@rjkool.com]
Sent: Thursday, November 19, 2015 1:11 PM
To: Backes, Nicolle
Subject: RE: C114164001-004

Nicolle,

I apologize but I thought that was the same price as last year.



Bill Kimmel | President
RJ KOOL COMPANY
bkimmel@rjkool.com
Desk: (800) 345-4551 ext: 102
Cell: (816) 550-0785
Fax: 816-778-8874
234 W. 12th Ave, N. Kansas City, MO 64116

From: Backes, Nicolle [<mailto:Nicolle.Backes@oa.mo.gov>]
Sent: Thursday, November 19, 2015 11:34 AM
To: Bill Kimmel <bkimmel@rjkool.com>
Subject: C114164001-004

Good morning,

Can you please submit some form of documentation supporting the increase on line item 001 requested for contract C114164001 with the State of Missouri.

Thank you.

Nicolle Backes

Buyer II
State of Missouri, Office of Administration
Division of Purchasing
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.backes@oa.mo.gov



Transaction ID: NR 931 YYY16708180
 Line Number: 001 Rate: 01 Commodity: 93400
 Status: AFZ
 Acquisition Date: 11/04/15 Line Type: Custom
 Vendor: 4208839120 2 Non Profit Indicator: For Type:

Print Desktop Ctrl+P
 Desktop Ctrl+F12 F16

Description: MAINTENANCE/REPAIR SERVICES FOR LAUNDRY, LAWN PAINTING, EQU

Original Price	55,000.000000	YR	0.00	Unit Cost	55,000.000000
Discount		Discount %	0.00	Discount Amount	0.00
Tax		Tax Amount		Tax Amount	0.00
Quantity Discount	1.000	Freight Amount		Freight Amount	0.00
		Total Cost		Total Cost	55,000.00

Requisition Text

Transaction ID: NR 931 YYY16708180 Commodity Line Number: 001

TO RENEW A CONTRACT FOR AQUAWING OZONE SYSTEM-PREVENTIVE MAINTENANCE
 CONTRACT NUMBER:- C114164001
 CONTRACT EXPIRATION DATE: 02/02/2016
 CONTRACT RENEWAL PERIOD: 02/03/2016 - 02/02/2017

Nikhil's



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER C114164001	CONTRACT TITLE Aquawing Ozone System- Preventive Maintenance
AMENDMENT NUMBER 003	CONTRACT PERIOD February 3, 2015 through February 2, 2016
REQUISITION NUMBER NR 812 VADM5000008	VENDOR NUMBER 4209839120 2
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114164001 is hereby amended pursuant to the attached amendment #003, dated 04/27/2015.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/27/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT Karen Boeger	



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT**

**AMENDMENT NO.: 003
CONTRACT NO.: C114164001
TITLE: Aquawing Ozone System – Preventive Maintenance
ISSUE DATE: 04/17/15**

**REQ NO.: NR 812 VADM5000008
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov**

**TO: RJ Kool Company
234 W 12th Avenue
North Kansas City, MO 64116**

RETURN AMENDMENT BY NO LATER THAN: 04/24/15 AT 5:00 PM CENTRAL TIME

**RETURN AMENDMENT TO THE DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
BY E-MAIL, FAX, OR MAIL/COURIER:**

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

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

**State of Missouri
Various State Agencies**

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME RJ Kool Company		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. RJ Kool Company of Missouri	
MAILING ADDRESS 234 W 12 th Avenue		IRS FORM 1099 MAILING ADDRESS 234 W 12 th Avenue	
CITY, STATE, ZIP CODE North Kansas City, MO 64116		CITY, STATE, ZIP CODE North Kansas City, MO 64116	
CONTACT PERSON Bill Kimmel		EMAIL ADDRESS bkimmel@rjkool.com	
PHONE NUMBER 816-474-9274 x102		FAX NUMBER 816-474-2141	
TAXPAYER ID NUMBER (TIN) 42-0983912	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 4209839120 2
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 04/27/2015	
PRINTED NAME William J Kimmel		TITLE President	

AMENDMENT #003 TO CONTRACT C114164001

CONTRACT TITLE: Aquawing Ozone System – Preventive Maintenance

CONTRACT PERIOD: February 3, 2015 through February 2, 2016

The State of Missouri desires to amend the above referenced contract by adding the following state agency locations to Attachment #1 of the above referenced contract:

The following institutions are under the Missouri Veterans Commission.

- Missouri Veterans Home, 1111 Euclid, Cameron, MO 66429
- Missouri Veterans Home, 2400 Veterans Memorial Drive, Cape Girardeau, MO 63701
- Missouri Veterans Home, #1 Veterans Drive, Mexico, MO 65265
- Missouri Veterans Home, 1600 Hickory, Mt. Vernon, MO 65712
- Missouri Veterans Home, 620 N. Jefferson, St. James, MO 65559
- Missouri Veterans Home, 10600 Lewis & Clark Blvd., St. Louis, MO 63136
- Missouri Veterans Home, 1300 Veterans Road, Warrensburg, MO 64093

All other terms, conditions and provisions of the contract, including all prices as modified by subsequent amendments, shall remain the same and apply hereto.

The contractor shall sign and return this document by the time and date specified on page one.



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://oa.mo.gov/purchasing-materials-management>

Karen S. Boeger
Director

TO: File C114164001
FROM: Nicolle Backes, Buyer^{NB}
DATE: April 17, 2015
RE: Amendment #003 to Contract C114164001

Pursuant to the attached SAM II document NR 812 VADM5000008, the Missouri Veterans Commission is requesting to amend contract C114164001 with RJ Kool Company to add various Veterans Homes facilities to the contract.

Contract C114164001 was established as a single feasible contract with RJ Kool Company to provide Aquawing Ozone System Preventive Maintenance for various state agency locations. The seven (7) Missouri Veterans Home locations were inadvertently left off the contract when it was re-established and therefore are needing to be added back on.

I believe it to be in the best interest of the State of Missouri to add the Veterans Home sites to the current contract, C114164001, with RJ Kool Company; therefore I am proceeding with the amendment identified herein.

All other terms, conditions, and prices of the contract period shall remain the same.

Backes, Nicolle

From: Baldwin, Tom
Sent: Thursday, April 16, 2015 12:13 PM
To: Backes, Nicolle
Subject: RE: NR 812 VADM5000008

You betcha.

Missouri Veterans Home - Cameron
1111 Euclid
Cameron, MO 64429

Missouri Veterans Home - Cape Girardeau
2400 Veterans Memorial Drive
Cape Girardeau, MO 63701

Missouri Veterans Home - Mexico
1 Veterans Drive
Mexico, MO 65265

Missouri Veterans Home - Mt. Vernon
1600 Hickory
Mt. Vernon, MO 65712

Missouri Veterans Home – St. James
620 N. Jefferson
St. James, MO 65559

Missouri Veterans Home – St. Louis
10600 Lewis & Clark Blvd.
St. Louis, MO 63136

Missouri Veterans Home – Warrensburg
1300 Veterans Road
Warrensburg, MO 64093

From: Backes, Nicolle
Sent: Wednesday, April 15, 2015 3:37 PM
To: Baldwin, Tom
Subject: NR 812 VADM5000008

Good afternoon,

Could you please send me a list of the 7 locations that need to be added to contract C114164001 for Aquawing Ozone System – Preventive Maintenance.

Thank you.

Nicolle Backes

- ADVA
- Int
- W
- Go
- BU
- 6 windows

Purchase Order Preparation by Requisition

Transaction ID: NR 812 VADM5000008 Total Amount: 30,000.00

Line Number: 001 Buyer: *28* Commodity: 50015

Status: AFZ

Requisition Date: 04 / 13 / 15 Text Flag: No Text

Vendor: 4209839120 2 Note Pad Indicator: FX Type:

Manual Number: _____ Name: _____

Delivery Date: 05 / 01 / 15 New Buyer:

Description: LAUNDRY EQUIPMENT

Cost Data		Unit	TOTL	Unit Cost	30,000.000000
Original Unit Cost	30,000.000000				
Discount Code		Discount %	0.00	Discount Amount	0.00
Tax Code		Tax Amount			0.00
Quantity Requested	1.000	Freight Amount			0.00
		Total Cost			30,000.00

Note Pad Text

Transaction ID: NR 812 VADM5000008

PLEASE ADD THE 7 MISSOURI VETERANS HOMES TO THE CONTRACT # C114164001.

IF YOU NEED ANY ADDITIONAL INFORMATION, DO NOT HESITATE TO CONTACT TOM BALDWIN AT THE NUMBER PROVIDED. THANK YOU.

4/27

1. Indicate Contract Amendment Type	
RENEWAL: _____ PERIOD OF _____ TOTAL _____	
_____ Renewal - % Increase _____ Cost Savings	Performance Security Deposit: \$ _____
_____ Renewal - \$ Increase _____ Cost Savings	Surety Bond: \$ _____
_____ Renewal - W/O Increase	Annual Wage Order Number: _____
_____ SFS Renewal - Prices In Original Contract	Annual Wage Order Date: _____
_____ SFS Renewal - Prices Not in Original Contract	County(ies): _____
EXTENSION PERIOD: _____	
_____ Extension - 30-Day	
_____ Termination	
_____ Extension - \$ Increase _____ Cost Savings	Other Instructions: _____
_____ Extension - W/O Increase	
_____ Assignment	
_____ Cancellation/Termination	
X Other Amendment	

add agency location

2. Preliminary Tasks/Verifications	Tasks	Route	Due
A. Section 34.040.6, RSMo	Buyer/Section Support	NB	4/15
B. DPMM Suspension List	Buyer/Section Support	NB	4/15
C. Federal Suspension - SAM.GOV	Buyer/Section Support	NB	4/15
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	NA	-
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affidvt	Buyer	NA	-
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	NA	-
3. Prepare Contract Amendment	Buyer/Section Support	NB	4/16
4. Review/Approve Contract Amendment (If Signature Required)	Buyer	NB	4/16
Initial _____ Supervisor _____ Date _____	Section Manager _____ Asst. Director _____	Director _____	
5. E-Mail/Fax Contract Amendment (If Signature Required)	Buyer/Section Support	CO	4/17
Contractor E-Mail Address/Fax Number _____	bkimmel@rjkool.com	2nd	4/27
State Agency Contact E-Mail Address _____	MVA - Tom Baldwin		
Section 34.040.6, RSMo, Letter _____	Follow-Up Notes: _____		
6. Review Contract Amendment Response - Verifications			
A. Renewal/Extension Pricing	Buyer/Section Support	NA	-
B. Section 34.040.6, RSMo	Buyer/Section Support	NB	4/27
C. Performance Security Deposit/Surety Bond	Buyer/Section Support	NA	-
D. Renewal/Extension with Cost Savings Language	Buyer	NA	-
E. Statewide Notice	Buyer	NA	-
F. SFS Authorized Limit \$ _____	Buyer	NA	-
G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. DPMM Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
7. Prepare Contract Amendment Award Document/Statewide Notice	Buyer/Section Support	CO	4/27
8. Review/Approve Contract Amendment Award Document	Buyer	NB	4/27
Initial _____ Supervisor _____ Date _____	Section Manager _____ Asst. Director _____	Director _____	
9. Process Contract Amendment	Buyer/Section Support	CO	4/28
AM 300 PMM _____	Buyer/Section Support	CO	4/28
Distribute E-Verify & SDV Documents	Buyer/Section Support	CO	4/28
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	CO	4/28
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	NA	-
10. Log Participation Commitment Information	Central Support-Participation		
11. Image Contract Amendment Packet	Central Support-Imaging		5/13



NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER C114164001	CONTRACT TITLE Aquawing Ozone System- Preventive Maintenance
AMENDMENT NUMBER 002	CONTRACT PERIOD February 3, 2015 through February 2, 2016
REQUISITION NUMBER N/A	VENDOR NUMBER 4209839120 2
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114164001 is hereby amended pursuant to the attached amendment #002, dated 2/10/2015.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Nicolle Backes</i>	DATE 2/17/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>Kevin Berger</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 002
CONTRACT NO.: C114164001
TITLE: Aquawing Ozone System - Preventive Maintenance
ISSUE DATE: 1/5/15

REQ NO.: N/A
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: RJ Kool Company
234 W 12th Avenue
North Kansas City, MO 64116

RETURN AMENDMENT BY NO LATER THAN: 01/15/15 AT 5:00 PM CENTRAL TIME

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

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

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

State of Missouri
Various State Agencies

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME <i>RJ Kool Company</i>		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. <i>RJ Kool of Missouri</i>	
MAILING ADDRESS <i>234 W. 12th Avenue</i>		IRS FORM 1099 MAILING ADDRESS <i>234 W. 12th Ave</i>	
CITY, STATE, ZIP CODE <i>N. KANSAS City, MO 64116</i>		CITY, STATE, ZIP CODE <i>North Kansas City, MO 64116</i>	
CONTACT PERSON <i>Bill Kimmel</i>		EMAIL ADDRESS <i>bkimmel@rjkool.com</i>	
PHONE NUMBER <i>816-474-9274 x102</i>		FAX NUMBER <i>816-474-2141</i>	
TAXPAYER ID NUMBER (TIN) <i>42-0983912</i>	TAXPAYER ID TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4209839120 2	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>2/10/15</i>	
PRINTED NAME <i>William Kimmel</i>		TITLE <i>President</i>	

AMENDMENT #002 TO CONTRACT C114164001

CONTRACT TITLE: Aquawing Ozone System – Preventive Maintenance

CONTRACT PERIOD: February 3, 2015 through February 2, 2016

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (2.5% Increase). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

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

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT</u>	<u>PRICE</u>
001	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed monthly price per system per facility Preventive maintenance services for the installed Aquawing Ozone Systems at various facilities as identified in Attachment 1	EA	\$ <u>255</u> ⁰⁴
002	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor Normal business hours 8AM - 5PM Monday through Friday	HR	\$ <u>69</u> ⁰⁴
003	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor After business hours Monday through Friday	HR	\$N/A
004	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor Weekends Saturday and Sunday	HR	\$N/A
005	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed discount off current manufacturer's list price for parts and supplies	PCNT	10 %



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER C114164001	CONTRACT TITLE Aquawing Ozone System- Preventive Maintenance
AMENDMENT NUMBER 001	CONTRACT PERIOD February 3, 2014 through February 2, 2015
REQUISITION NUMBER N/A	VENDOR NUMBER 4209839120 2
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114164001 is hereby amended pursuant to the attached amendment #001, dated 08/05/2014.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Nicolle Skaggs</i>	DATE 8/6/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>Handwritten signature</i>	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: C114164001
TITLE: Aquawing Ozone System- Preventive Maintenance
ISSUE DATE: 07/31/2014

REQ NO.: N/A
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.skaggs@oa.mo.gov

TO: RJ Kool Company
234 W 12th Avenue
North Kansas City, MO 64116

RETURN AMENDMENT BY NO LATER THAN: 08/08/2014 AT 5:00 PM CENTRAL TIME

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

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

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

State of Missouri
Various State Agencies

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME RS Kool		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS 234 W. 12 th Ave		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE N. Kansas City, MO 64116		CITY, STATE, ZIP CODE	
CONTACT PERSON Bill Kimmel		EMAIL ADDRESS bkimmel@rskool.com	
PHONE NUMBER 816-474-9274		FAX NUMBER 816-474-9274	
TAXPAYER ID NUMBER (TIN) 42-0983912	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 42098391202
VENDOR TAX FILING TYPE WITH/IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 8/5/14	
PRINTED NAME William Kimmel		TITLE President	

AMENDMENT #001 TO CONTRACT C114164001

CONTRACT TITLE: Aquawing Ozone System – Preventive Maintenance

CONTRACT PERIOD: February 3, 2014 through February 2, 2015

The State of Missouri hereby amends paragraph 3.2.1 (c) in the above referenced contract as follows:

AS STATED: Provide and install semi-annually at the contractor's expense, replacement squeeze tubes for the chemical dispensing system;

CHANGED TO: In coordination with the state contractor for ozone laundry chemicals, the contractor shall replace squeeze tubes for the chemical dispensing system at no additional cost to the state on a semi-annual basis.

All other terms, conditions and provisions of the contract as modified by subsequent amendments, including all prices and percentage discounts, shall remain the same throughout the above contract period and apply hereto.

The contractor shall sign and return this amendment by the date indicated on Page 1.



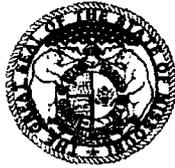
State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

The following documentation consists of additional contract amendment documentation. The additional contract amendment documentation is not a part of the official contract amendment, but provides supporting information for the official contract amendment.



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Purchasing and Materials Management
301 West High Street, Room 630
Post Office Box 809
Jefferson City, Missouri 65102-0809
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
<http://content.oe.mo.gov/purchasing-materials-management>

Karen S. Boeger
Director

TO: File C114164001
FROM: Nicolle Skaggs, Buyer MS
DATE: July 31, 2014
RE: Amendment #001 to Contract C114164001

Pursuant to discussions between various state agencies, the contractor (RJ Kool Company) for the Preventive Maintenance of the Aquawing Ozone System and the current contractor (Swisher) for ozone laundry chemicals, the State of Missouri is amending contract C114164001 by modifying paragraph 3.2.1 (c) requiring RJ Kool Company to work in coordination with Swisher to replace squeeze tubes for the chemical dispensing system at no additional cost.

C114164001 was established as a single feasible source procurement. It is in the best interests of the State of Missouri to amend the contract C114164001 with RJ Kool Company.

Skaggs, Nicole

From: Palazzolo, Liz
Sent: Friday, July 25, 2014 10:52 AM
To: Schmidt, Tom; Baldwin, Tom; Stoll, Gary; Forck, Chris
Cc: Skaggs, Nicole
Subject: RE: Rj Kool

OK – I wanted an answer and this is it. Thanks

Liz Palazzolo - DPMM Commodities
573-751-4885
FAX: 573-526-9816

From: Schmidt, Tom
Sent: Friday, July 25, 2014 10:44 AM
To: Baldwin, Tom; Palazzolo, Liz; Stoll, Gary; Forck, Chris
Cc: Skaggs, Nicole
Subject: RE: Rj Kool

I would leave it in the RJ Kool contract to ensure they look at / maintain the feed lines to the laundry equipment.

If you want indicate the two vendors coordinate to ensure the pumps / lines are maintained.

Tom Schmidt, CEM
FMDC Energy Management Office – Disaster Response Unit, Facility Operations Manager
OA - Facilities Management, Design & Construction
Phone: (573) 751 - 0920
E-mail: Tom.Schmidt@oa.mo.gov

CONFIDENTIALITY STATEMENT:
This e-mail and any attachments are intended only for those to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure and unauthorized use under applicable law. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, or copying of this e-mail or the information contained in this e-mail is strictly prohibited by the sender. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.

From: Baldwin, Tom
Sent: Friday, July 25, 2014 10:24 AM
To: Palazzolo, Liz; Stoll, Gary; Forck, Chris; Schmidt, Tom
Cc: Skaggs, Nicole
Subject: RE: Rj Kool

Hi Liz
Though we have discussed this by phone, I wanted to give you a written reply as well.
As to the laundry chemical dispensing system: MVC homes do not own the equipment. It is provided by the chemical vendor. Therefore, our position is that the chemical vendor / equipment owner is responsible for maintenance, service and repair.

As to the ozone equipment: the state owns that equipment and RJ Kool is / was the authorized AquaWing service company. If that is still true, they should be responsible for the service, maintenance, repair as described by contract but NOT for the laundry dispensing equipment owned by another company.

Hope that answers your inquiry. If not.....call collect!

From: Palazzolo, Liz
Sent: Friday, July 25, 2014 9:05 AM
To: Stoll, Gary; Baldwin, Tom; Forck, Chris; Schmidt, Tom
Cc: Skaggs, Nicolle
Subject: RE: Rj Kool
Importance: High

Hi again – No one has responded to this note. I'm going to have Nikki amend the RJ Kool contract to pull-out maintenance on the chemical dispensers unless someone tells me not to by Noon today. Thanks

Liz Palazzolo - DPMM Commodities
573-751-4885
FAX: 573-526-9816

From: Palazzolo, Liz
Sent: Wednesday, July 16, 2014 8:23 AM
To: Stoll, Gary; Baldwin, Tom; Forck, Chris; Schmidt, Tom
Subject: FW: Rj Kool

Hi – I'm drafting the new RFP for the ozone laundry chemical and warewash chemical contract Swisher holds. Last time I put the RFP together I had language in it addressing the possibility of RJ Kool's contract being changed to not include dispenser maintenance. The reason being is that the chemicals contractors are required to provide dispensers and maintain them. Don Karl with EcoLab recalls that the state owned several dispensers, and for that reason RJ Kool was required to maintain the dispensers and tubes, but there may be a facility that doesn't own its dispensers.

I'd like to put an accurate requirement into the new RFP. Do you know if the state owns all the chemical dispensers on your ozone laundry wash machines and dishwashers, or does the chemicals vendor (Swisher) provide them and maintain them? Actually I don't know how the system can be calibrated correctly if the chemicals vendor doesn't maintain the dispenser, right? It would matter for ware washing (because RJ Kool isn't involved for ware washers).

What's the situation?

Liz Palazzolo - DPMM Commodities
573-751-4885
FAX: 573-526-9816

From: Karl, Donald [<mailto:Donald.Karl@ecolab.com>]
Sent: Tuesday, July 15, 2014 7:11 PM
To: Palazzolo, Liz
Subject: RE: Rj Kool

Good question Liz. Where the state owns the dispensing equipment, which I think is at every facility, this is/was RJ's responsibility. There might be one facility out there that equipment is not owned by the state....I don't recall which facility. In the case where the vendor owns the equipment, the tubing is checked and replaced by the vendor. This is standard in the industry.

So, in the case of your solicitation, you probably should keep that language that should say something to effect that if equipment is state owned, the equipment maintenance is covered by the RJ contract...but if there is equipment needed, the vendor shall supply, service, and repair such equipment. This covers all your bases.

Let me know if that clears up your question?

Don

Donald Karl

Sr. Corporate Account Manager, Institutional
ECOLAB 12825 Flushing Meadows Drive, Suite 100, St. Louis, MO 63131
T 314.800.0152 C 913.522.1253 F 651.306.5202
E Donald.Karl@ecolab.com

From: Palazzolo, Liz [<mailto:Liz.Palazzolo@oa.mo.gov>]

Sent: Tuesday, July 15, 2014 3:51 PM

To: Karl, Donald

Subject: Rj Kool

Hi Don— Here's a challenge for EcoLab's memory. When Ecolab held the contract for the laundry chemicals used in the ozone laundry washers, what do you hear about RJ Kool's role? I have just reviewed their contract and it still includes a requirement where they inspect and replace tubing on the dispensing equipment for the ozone laundry wash machines. This is also a requirement in the rebid I'm developing. When Ecolab had the contract, who actually inspected and replaced tubing on the chemical dispensers?

Liz Palazzolo - DPMM Commodities

573-751-4885

FAX: 573-526-9816

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain proprietary and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

RENEWAL: <input type="checkbox"/> Renewal - % Increase <input type="checkbox"/> Renewal - \$ Increase <input type="checkbox"/> Renewal - W/O Increase <input type="checkbox"/> SFS Renewal - Prices In Original Contract <input type="checkbox"/> SFS Renewal - Prices Not in Original Contract	PERIOD OF <input type="checkbox"/> Cost Savings <input type="checkbox"/> Cost Savings	TOTAL <input type="checkbox"/> Cost Savings	Performance Security Deposit: \$ _____ Surety Bond: \$ _____ Annual Wage Order Number: _____ Annual Wage Order Date: _____ County(ies): _____ Other Instructions: _____
EXTENSION PERIOD: <input type="checkbox"/> Extension - 30-Day <input type="checkbox"/> Termination <input type="checkbox"/> Extension - \$ Increase <input type="checkbox"/> Extension - W/O Increase <input type="checkbox"/> Assignment <input type="checkbox"/> Cancellation/Termination <input checked="" type="checkbox"/> Other Amendment <i>modify language</i>	<input type="checkbox"/> Cost Savings		

A. Section 34.040.6, RSMo	Buyer/Section Support	NS	7/31
B. DPMM Suspension List	Buyer/Section Support	NS	7/31
C. Federal Suspension - SAM.GOV	Buyer/Section Support	NS	7/31
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	NS	7/31
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	NA	-
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	NS	7/31
	Buyer/Section Support	NS	7/31
	Buyer	NS	7/31

Contractor E-Mail Address/Fax Number		NS	8/4
State Agency Contact E-Mail Address			
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		

A. Renewal/Extension Pricing	Buyer/Section Support	NA	-
B. Section 34.040.6, RSMo	Buyer/Section Support	NS	8/6
C. Performance Security Deposit/Surety Bond	Buyer/Section Support	NA	-
D. Renewal/Extension with Cost Savings Language	Buyer	NA	-
E. Statewide Notice	Buyer	NA	-
F. SFS Authorized Limit \$	Buyer	NA	-
G. Complete but not completed			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. DPMM Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		

Buyer/Section Support	NS	8/6
Buyer	NS	8/6

AM 300 PMM	Buyer/Section Support	CR	8/6
Distribute E-Verify & SDV Documents	Buyer/Section Support	CR	8/6
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	CR	8/6
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
Central Support-Participation			
Central Support-Imaging			8/12



NOTICE OF AWARD

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

CONTRACT NUMBER C114164001	CONTRACT TITLE Aquawing Ozone System- Preventive Maintenance
AMENDMENT NUMBER N/A	CONTRACT PERIOD February 3, 2014 through February 2, 2015
REQUISITION NUMBER NR 931 YYY14709086	VENDOR NUMBER 4209839120 2
CONTRACTOR NAME AND ADDRESS RJ Kool Company 234 W 12 th Avenue North Kansas City, MO 64116	STATE AGENCY'S NAME AND ADDRESS State of Missouri Various State Agencies
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing and Materials Management hereby establishes Contract C114164001 for use by the State of Missouri for preventive maintenance on aquawing ozone systems, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the State of Missouri and RJ Kool Company shall reference the State of Missouri contract number C114164001.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE January 30, 2014
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: B1Z14164
TITLE: Aquawing Ozone System- Preventive Maintenance
ISSUE DATE: December 23, 2013

REQ NO.: NR 931 YYY14709086
BUYER: Nicolle Skaggs
PHONE NO.: (573)751-5341
E-MAIL: Nicolle.skaggs@oa.mo.gov

TO: RJ Kool Company
234 West 12th Ave.
N. Kansas City, MO 64116-4158

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

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

CONTRACT PERIOD: Date of Award through One year

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

State of Missouri
Various State Agencies

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri - Terms and Conditions (Revised 01/26/12). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME RJ Kool Company		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. RJ Kool Company of Missouri	
MAILING ADDRESS 234 W 12 th Avenue		IRS FORM 1099 MAILING ADDRESS 234 W 12 th Avenue	
CITY, STATE, ZIP CODE North Kansas City, MO 64116		CITY, STATE, ZIP CODE North Kansas City, MO 64116	
CONTACT PERSON Bill Kimmel		EMAIL ADDRESS bkimmel@rjkool.com	
PHONE NUMBER 816-474-9274		FAX NUMBER 816-474-2141	
TAXPAYER ID NUMBER (TIN) 420983912	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4209839120 2	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 1/22/2014	
PRINTED NAME William J Kimmel		TITLE President	

1. PURPOSE:**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 Purchasing and Materials Management desires to enter into a contract with RJ Kool Company as a single feasible source for preventive maintenance, maintenance/repair, and parts and labor on an as needed, if needed basis for various correctional and rehabilitation center facilities throughout the State of Missouri. The requirements have been posted in accordance with 34.044 RSMo.

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

2.1.1 A binding contract shall consist of: (1) the Single Feasible Source (SFS) document, and any amendments thereto, (2) the contractor's response, (3) clarification of the response, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the response by "notice of award" or by "purchase order". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.

2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

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

2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

2.2.1 The original contract period shall be as stated on page 1 of this document. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during renewal periods. Pricing for the renewal period may adjust according to the applicable pricing adjustment for the specific renewal period as found on the Pricing Page.

2.3 Renewal Periods

2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, 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 Purchasing and Materials Management 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.
- 2.3.2 The discount quoted for line item 005 shall remain the same for throughout the contract including all renewal periods.
- 2.4 Price:**
- 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.
- 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>.
- 2.6 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.

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

2.9 Replacement of Damaged Product:

- 2.9.1 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.

2.10 Substitutions:

- 2.10.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.10.2 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.
- 2.10.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.
- 2.10.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.
- 2.10.5 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.

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2.11 Prices Must Be Lowest:

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

2.12 Business Compliance:

2.12.1 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 Purchasing and Materials Management. 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)

2.13 Delivery Performance:

2.13.1 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.

2.14 Contractor's Employees

2.14.1 All of the contractor's employees and agents providing service in the facility must be at least 21 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.14.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.

2.14.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are

applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.

- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.
- b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

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

2.15 Compliance with Terms and Conditions:

2.15.1 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.

2.15.2 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.

2.15.3 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 BIZ14164, the SFS shall govern" or (2) Sign the signature block in Exhibit A, entitled "Addendum to the Contractor's Terms and Conditions". Failure to place this statement with the contractor's terms and conditions or not signing Exhibit A and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the contractor.

2.16 Federal Funds Requirement:

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

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

2.17 Debarment Certification:

- 2.17.1 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 B** with their SFS response. This document must be satisfactorily completed prior to award of the contract.

2.18 Contractor's Personnel:

- 2.18.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.18.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
- 2.18.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.19 Termination:

- 2.19.1 The Division of Purchasing and Materials Management 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.

2.20 Estimated Quantities:

- 2.20.1 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.

2.21 Confidentiality and Security Documents:

- 2.21.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.22 Independent Contractor:

- 2.22.1 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.

3. PERFORMANCE REQUIREMENTS**3.1 General Requirements:**

- 3.1.1 Preventive maintenance services and repair shall be performed five (5) days a week, Mondays through Fridays between 8AM – 5PM.
- 3.1.2 The contractor shall schedule all work in advance with the facility Laundry Manger or designee.
- 3.1.3 The state agency reserves the right to observe and witness any and all inspections, testing, and repair service performed by the contractor.
- 3.1.4 The contractor shall agree and understand that the state agency is not responsible for any cost associated with Aquawing Ozone System replacement parts when installed by the contractor or the contractor's agents without the state agency's prior written consent.
- 3.1.5 The contractor must conduct all performance under the contract in accordance with acceptable and customary business standards, and shall exercise precaution at all times in the conduct of contract activity for the protection of persons and property.
- 3.1.6 If applicable, the contractor shall ensure that all parts are factory replacements only, and proof of origin shall be presented to the state agency upon request. The contractor shall agree, and understand that all parts repaired, replaced, or removed shall become property of the State of Missouri.

3.2 Preventive Maintenance:

- 3.2.1 As part of the preventive maintenance service that the contractor provides to the State of Missouri, the contractor shall be responsible for all repair and preventive maintenance on the Aquawing Ozone Systems at each of the facilities listed in **Attachment 1**. Service that shall be performed quoted on the Pricing Page for line item 001 shall at minimum include the following tasks:
- a. Annually install and rebuild the Ozone Tower and Generator using the manufacturer's Tower Rebuild Kit including replacement parts and labor necessary to rebuild or repair the ozone or chemical dispensing systems;
 - b. Maintain the ozone system, ensuring that the system is in proper working order;
 - c. Provide and install semi-annually at the contractor's expense, replacement squeeze tubes for the chemical dispensing system;
 - d. Provide a professional written report to each state facility's Laundry Manger, Maintenance Engineer or Business Administrator reporting any findings related to ozone system preventive maintenance;

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e. Provide quarterly preventive maintenance including replacement parts and labor for all ozone system to include:

1. Check the Oxygen Concentrator for output.
2. Test individual Ozone Sensors on each unit.
3. Test Ozone Room Sensor Monitor.
4. Replace air filter media on generators as needed.
5. Inspect chamber ground connections.
6. Conduct Volt Meter Test on All Transformers.
7. Replace Check Valves on Air Prep.
8. Clean Air Prep filter pad.
9. Check Air Relief valves for proper operation.
10. Clean scale on air relief valve if necessary.
11. Remove and clean float valve inside of air prep.
12. Rebuild ozone generator yearly.
13. Check all tubing for any signs of wearing/leaks and replace as necessary.

3.3 Repair Requirements:

- 3.3.1 The contractor shall provide repair at the request of the agency, and respond to emergency requests for service within twelve (12) consecutive hours of the state agency's request for the service levels specified on the Pricing Page for line items 002 through 004.

PRICING PAGE

For line item 001, state the firm, fixed monthly preventive maintenance price per system per facility for the state agency locations listed in Attachment 1. For line items 002 through 004 below, state the firm, fixed hourly repair charges for the specified service levels. State the firm, fixed discount from current manufacturer's list price for all parts and supplies in line item 005 below. All prices stated shall be considered firm and fixed for the contract period. The percentage discount stated shall be firm and fixed for the duration of the contract including all renewal periods.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
001	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed monthly price per system per facility Preventive maintenance services for the installed Aquawing Ozone Systems at various facilities as identified in Attachment 1	1	EA	\$250.00
002	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor Normal business hours 8AM – 5PM Monday through Friday	1	HR	\$69.00
003	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor After business hours Monday through Friday	1	HR	\$N/A
004	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed price per hour for labor Weekends Saturday and Sunday	1	HR	\$N/A
005	C/S Code: 93400 <i>Maintenance/Repair Services</i> Firm, fixed discount off current manufacturer's list price for parts and supplies	1	PCNT	10%

Renewal Option:

The Division of Purchasing and Materials Management 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.

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

006	C/S Code: 93400 <i>Maintenance/Repair Services</i> 1st Renewal Period	PCNT	2.5%
	Maximum Increase: _____ OR Minimum Decrease: _____		

007	C/S Code: 93400 <i>Maintenance/Repair Services</i> 2nd Renewal Period	PCNT	2.5%
	Maximum Increase: _____ OR Minimum Decrease: _____		

EXHIBIT A

ADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS

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

(SIGNATURE REQUIRED)

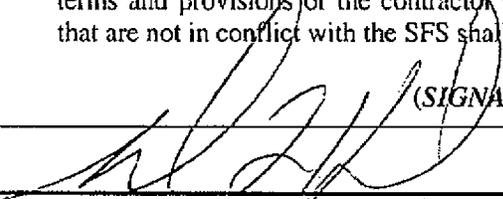
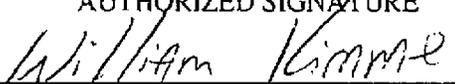
	
AUTHORIZED SIGNATURE	1/22/14
	DATE
PRINTED NAME	TITLE
VENDOR'S COMPANY NAME	

EXHIBIT B

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this 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.

RJ Kool Company	010668408
Company Name	DUNS #
RJ Kool Company	010668408
Authorized Representative's Printed Name	Authorized Representative's Title
William Kimmel	1/22/14
Authorized Representative's Signature	Date

Instructions for Certification

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

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ATTACHMENT 1

<u>Facility Name</u>	<u>Street Address</u>	<u>City</u>	<u>Zip</u>
<u>The following institutions are under the Department of Corrections</u>			
Algoa Correctional Center	8501 No More Victims Rd	Jefferson City	65101
Boonville Correctional Center	1216 E Morgan St	Boonville	65233
Chillicothe Correctional Center	3151 Litton Rd	Chillicothe	64601
Eastern Reception Diagnostic and Correctional Center	2727 Hwy K	Bonne Terre	63628
Fulton Reception and Diagnostic Center	1393 Hwy 0	Fulton	65251
Jefferson City Correctional Center	8200 No More Victims Rd	Jefferson City	65101
Maryville Treatment Center	30227 US Hwy 136	Maryville	64468
Missouri Eastern Correctional Center	18071 Old Hwy 66	Pacific	63069
Northeast Correctional Center	13698 Airport Rd	Bowling Green	63334
Ozark Correctional Center	929 Honor Camp Lane	Fordland	65652
Potosi Correctional Center	11593 State Hwy 0	Mineral Point	63660
South Central Correctional Center	255 West Hwy 32	Licking	65542
Southeast Correctional Center	300 E Pedro Simmons Dr	Charleston	63834
Tipton Correctional Center	619 N Osage Avenue	Tipton	65081
Western Missouri Correctional Center	609 E pence Rd	Cameron	64429
Western Reception Diagnostic and Correctional Center	3401 Faraon St	St Joseph	64506
Women's Eastern reception Diagnostic and Correctional Center	1101 E Hwy 54	Vandalia	63382
<u>The following institutions are under the Office of Administration, Division of Facilities Management</u>			
Northwest Missouri Psychiatric Rehabilitation Center	305 Frederick Ave	St Louis	64506
<u>The following institutions are under the Missouri Vocational Enterprises</u>			
Farmington Correctional Center	1012 W Columbia St	Farmington	63640
Moberly Correctional Center	5201 S Morley	Moberly	65270

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

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7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

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

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

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14. COMMUNICATIONS AND NOTICES

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

Revised 01/26/12

END OF DOCUMENT