NOTICE OF AWARD

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

SFS NUMBER	CONTRACT TITLE
SFSC30034901700321	Aquawing Ozone System
CONTRACT NUMBER	**CONTRACT PERIOD**
CC170321001	February 3, 2017 through February 2, 2018
REQUISITION/REQUEST NUMBER	**SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID**
NR 931 YYY17708014	4209839120 2 / MB00089763
CONTRACTOR NAME AND ADDRESS	**STATE AGENCY'S NAME AND ADDRESS**
RJ Kool Company 234 West 12th Avenue North Kansas City, MO 64116	State of Missouri Various Agency Locations

ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:

In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CC170321001 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 CC170321001.

BUYER	BUYER CONTACT INFORMATION
Kristina Cramer	Email: kristina.cramer@oa.mo.gov Phone: (573) 751-1695 Fax: (573) 526-9816
SIGNATURE OF BUYER	**DATE**
Kristina Cramer	October 19, 2016

DIRECTOR OF PURCHASING

Kevin S. Boeger

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

SFS NO.: SFSC30034901700321
TITLE: AQUAWING OZONE SYSTEM
ISSUE DATE: 10/6/16

REQ NO.: NR 931 YYY17708014
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

TO: RJ KOOL COMPANY
234 WEST 12th AVENUE
NORTH KANSAS CITY, MO 64116

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

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

CONTRACT PERIOD: FEBRUARY 3, 2017 THROUGH FEBRUARY 2, 2018

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

STATE OF MISSOURI
VARIOUS AGENCY LOCATIONS

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri. The company shall understand and agree that in order to be considered for a contract award, they must be registered in MissouriBUYS. If not registered at the time their SFS proposal is submitted to the state, the company must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
RJ Kool Company of Missouri	42098391202
MAILING ADDRESS	
234 W. 12th Ave.	
CITY, STATE, ZIP CODE	
North Kansas City, MO 64116	

CONTACT PERSON	EMAIL ADDRESS
William Kimmel	bkimmel@rjkool.com
PHONE NUMBER	FAX NUMBER
816-474-9274	816-474-2141
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
_x_ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	October 17, 2016
PRINTED NAME	TITLE
William J. Kimmel	President

1. PURPOSE:

1.1 Establishment of Contract

1.1.1 In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing desires to enter into a contract with RJ Kool Company as a single feasible source for preventive maintenance, maintenance/repair, parts and labor, and the purchase of generators and concentrators on an as needed, if needed basis for various correctional, rehabilitation center, and Veterans Home 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's acceptance of the response by "notice of award" or by "purchase order". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.

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

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

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

2.2 Contract Period:

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

2.3 Renewal Periods:

2.3.1 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

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

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

2.4 Firm, Fixed Pricing:

2.4.1 Pricing for line items 1 through 4 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 Firm, Fixed Discount:

2.5.1 Firm, Fixed Percentage Discounts: The firm, fixed percentage discounts (line items 5 and 6) on the Pricing Page shall apply to the manufacturer's list price for parts and supplies and list price for generators and concentrators respectively. The contractor shall understand and agree that the purpose of the discounts is for the purchase of parts and supplies and generators and concentrators for aquawing ozone systems.

a. The contractor shall understand and agree that the manufacturer's list price may change during the contract period, although such pricing shall not change with a frequency greater than every six (6) months. In the case that more than one price is listed for the same item, the quoted firm, fixed percentage discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.

b. The contractor shall furnish the manufacturer's current list price (with products clearly identified) to the state agency upon request. The list price shall also be provided to the state agency as the list price changes and/or pricing is updated.

c. The contractor shall understand and agree that the firm, fixed percentage discounts shall remain the same throughout the duration of the contract.

2.6 Payment Terms:

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

2.6.2 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.

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

2.7 Insurance:

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

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

2.8 Contractor Liability:

2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.9 Coordination:

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

2.10 Business Compliance:

2.10.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

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

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

2.11 Replacement of Damaged Product:

2.11.1 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.

2.12 Substitutions:

2.12.1 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.

2.12.2 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.

2.12.3 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 shall be the final authority as to acceptability of any proposed substitution.

2.12.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

2.12.5 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.

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 Compliance with Terms and Conditions:

2.14.1 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.

2.14.2 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.

2.14.3 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 herein, 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.

2.15 Federal Funds Requirement:

2.15.1 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.

2.16 Debarment Certification:

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

2.17 Contractor's Personnel:

2.17.1 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.

2.17.2 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.

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

2.18 Termination:

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

2.19 Estimated Quantities:

2.19.1 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.

2.20 Confidentiality and Security Documents:

2.20.1 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.

2.21 Independent Contractor:

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

2.22 Report Requirement:

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

2.23 Prison Rape Elimination Act (PREA) Requirements (Missouri Department of Corrections Only):

2.23.1 The Missouri Department of Corrections requires that all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.23.2 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.

2.23.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statues, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.

a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor

or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.

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

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

3. PERFORMANCE REQUIREMENTS

3.1 General Requirements:

3.1.1 The contractor must perform preventive maintenance and repair on Aquawing Ozone Systems for the Missouri Department of Corrections as needed, if needed upon request of the state agency. For purposes of the contract, an "ozone system" shall be defined as a complete ozone tower that contains its own model and serial number.

3.1.2 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.

3.1.3 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.

3.1.4 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 shall schedule all work in advance with the facility Laundry Manager or designee.

3.1.6 The state agency reserves the right to observe and witness any and all inspections, testing, and repair service performed by the contractor.

3.2 Preventive Maintenance:

3.2.1 Quarterly and annual preventive maintenance services and repair shall be performed five (5) days a week, Monday through Friday between 8:00 a.m. and 5:00 p.m. However, preventive maintenance services and repair shall be performed after business hours and/or on the weekend (Saturday and Sunday) during emergency situations.

3.2.2 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 One**. Preventive maintenance service that shall be performed for the monthly price quoted on the Pricing Page for line item 1 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. 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;

d. Provide a professional written report to each state facility's Laundry Manager, Maintenance Engineer or Business Administrator reporting any findings related to ozone system preventive maintenance; and

e. Provide quarterly preventive maintenance including replacement parts and labor for all ozone systems 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 state agency, and respond to emergency requests for service within twelve (12) consecutive hours of the state agency's request.

3.3.2 Repair work shall be invoiced and paid in accordance with the actual service time as specified on the Pricing Page for line items 2 through 4.

PRICING PAGE

The contractor shall conform to the specifications contained herein. The contractor shall quote a firm, fixed monthly preventive maintenance price per system, per facility for the state agency locations listed in **Attachment One.** The contractor shall quote a firm, fixed hourly rate for repair charges for line items 2 through 4. All pricing shall be

quoted FOB Destination, Freight Prepaid and Allowed and shall be considered firm and fixed for the duration of the contract period.

C/S Code: 47101541
Ozone Water Treatment Equipment

Line Item	Item Description	Estimated Quantity	Original Contract Period (Firm, Fixed Price)	1st Renewal Maximum Price (Firm, Fixed Price)	2nd Renewal Maximum Price (Firm, Fixed Price)
1	Firm, Fixed Monthly Price Per System, Per Facility Preventive Maintenance Services for the Installed Aquawing Ozone Systems at the Locations Identified in **Attachment One**	1	$255.00 /MO Per Tower/System* *Some locations have multiple ozone towers.	$265.00 /MO Per Tower/System* *Some locations have multiple ozone towers.	$274.00 /MO Per Tower/System* *Some locations have multiple ozone towers.
2	Firm, Fixed Price Per Hour for Labor Normal Business Hours: Monday through Friday 8:00 a.m. – 5:00 p.m.	1	$_79.00__/HR	$85.00/HR	$__91.00__ /HR
3	Firm, Fixed Price Per Hour for Labor After Business Hours: Monday through Friday	1	$__NA__ /HR	$__NA__ /HR	$_NA__ /HR
4	Firm, Fixed Price Per Hour for Labor Weekends: Saturday and Sunday	1	$__NA__ /HR	$__NA__ /HR	$__NA__ /HR

Note About Renewal Options:

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of two (2) additional years. The vendor must indicate the maximum price applicable to the renewal option periods. The vendor must respond with firm, fixed renewal pricing, NOT a percentage of increase or decrease. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

If a dollar amount is not proposed (i.e., left blank), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Vendors are cautioned that a vendor's quote of **$0.00** will be interpreted literally as a zero-price item which may render the bid non-responsive if the vendor does not intend to offer the product or service at a price of $0.00.

In conducting the cost evaluation, the State of Missouri will evaluate pricing that determines the potential maximum financial liability to the State of Missouri.

In addition to the above, the contractor shall provide firm, fixed percentage discounts to be applied to the current manufacturer's list price for all parts and supplies (line item 5), and the manufacturer's list price for generators and concentrators (line item 6). The contractor shall understand and agree that the firm, fixed percentage discounts shall remain the same throughout the duration of the contract.

C/S Code: 47101541
Ozone Water Treatment Equipment

Line Item	Item Description	Estimated Quantity	Percentage Discount
5	Firm, fixed percentage discount off current manufacturer's list price for parts and supplies	1	10% Discount
6	Firm, fixed percentage discount off current manufacturer's list price for generators and concentrators	1	25% Discount

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	DATE October 17, 2016
PRINTED NAME	TITLE
William J. Kimmel	President
CONTRACTOR'S COMPANY NAME RJ Kool Company of Missouri, Inc.	

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 of Missouri, Inc.	010668408
Company Name	DUNS #
William J. Kimmel	President
Authorized Representative's Printed Name	Authorized Representative's Title
Authorized Representative's Signature	October 17, 2016
	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 voluntary 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.

ATTACHMENT ONE

The following facilities are under the Department of Corrections:

Algoa Correctional Center
8501 No More Victims Road

Ozark Correctional Center
929 Honor Camp Lane

Jefferson City, MO 65101

Boonville Correctional Center
1216 East Morgan Street
Boonville, MO 65233

Chillicothe Correctional Center
3151 Litton Road
Chillicothe, MO 64601

Eastern Reception Diagnostic & Correctional Center
2727 Highway K
Bonne Terre, MO 63628

Fulton Reception & Diagnostic Center
1393 Highway O
Fulton, MO 65251

Jefferson City Correctional Center
8200 No More Victims Road
Jefferson City, MO 65101

Maryville Treatment Center
30227 US Highway 136
Maryville, MO 64468

Missouri Eastern Correctional Center
18701 Old Highway 66
Pacific, MO 63069

Northeast Correctional Center
13698 Airport Road
Bowling Green, MO 63334

Fordland, MO 65652

Potosi Correctional Center
11593 State Highway O
Mineral Point, MO 63660

South Central Correctional Center
255 West Highway 32
Licking, MO 65542

Southeast Correctional Center
300 East Pedro Simmons Drive
Charleston, MO 63834

Tipton Correctional Center
619 North Osage Avenue
Tipton, MO 65081

Western Missouri Correctional Center
609 East Pence Road
Cameron, MO 64429

Western Reception Diagnostic & Correctional Center
3401 Faraon Street
St. Joseph, MO 64506

Women's Eastern Reception Diagnostic & Correctional Center
1101 East Highway 54
Vandalia, MO 63382

The following facilities 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 North Jefferson
St. James, MO 65559

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

Missouri Veterans Home
1300 Veterans Road
Warrensburg, MO 64093

ATTACHMENT ONE (continued)

The following facilities are under the Office of Administration, Division of Facilities Management:

Northwest Missouri Psychiatric Rehabilitation Center
305 Frederick Avenue
St. Louis, MO 64506

STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)
TERMS AND CONDITIONS

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

1. APPLICABLE LAWS AND REGULATIONS

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

2. INVOICING AND PAYMENT

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

3. DELIVERY

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

4. INSPECTION AND ACCEPTANCE

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

5. CONFLICT OF INTEREST

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

6. WARRANTY

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

7. REMEDIES AND RIGHTS

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

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10

working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

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

10. INVENTIONS, PATENTS AND COPYRIGHTS

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

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

12. AMERICANS WITH DISABILITIES ACT

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

13. FILING AND PAYMENT OF TAXES

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

14. COMMUNICATIONS AND NOTICES

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

Revised 08/17/15

END OF DOCUMENT

Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

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

Karen S. Boeger
Director

September 29, 2016

RJ Kool Group
Attn: Bill Kimmel
234 West 12th Avenue
North Kansas City, MO 64116

Email: bkimmel@rjkool.com

RE: Attached Proposed Contract

Dear Mr. Kimmel:

In accordance with 34.044 RSMo, the State of Missouri desires to enter into a contract with RJ Kool Company as a single source of supply for the maintenance of Aquawing Ozone Systems at various locations throughout the State of Missouri.

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

The State of Missouri reserves the right to clarify any portion of your response as may be deemed appropriate and in the best interest of the State of Missouri prior to finalizing a contract.

Time is of the essence regarding submittal of information relating to this request. Your response to this document is requested by October 21, 2016. If you have any questions, you may contact me at (573) 751-1695, or via email at kristina.cramer@oa.mo.gov.

Sincerely,

Kristina Cramer

Kristina Cramer