



STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN September 7, 2016 TO:

Beth Lambert, Procurement Officer II
Beth.Lambert@dcc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
August 10, 2016	Shawn Weber Powervar Inc. 1450 Lakeside Drive Waukegan, IL 60085	Amendment 002 Y14709293	Replacement Batteries for UPS Units For Department of Corrections

CONTRACT Y14709293 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.2.1 on page 2, the Missouri Department of Corrections desires to renew the above-referenced contract for the period of January 1, 2017 through December 31, 2017.

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

The contractor shall complete, sign and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Ametek Powervar

Mailing Address: 1450 Lakeside Drive

City, State Zip: Waukegan, IL 60085

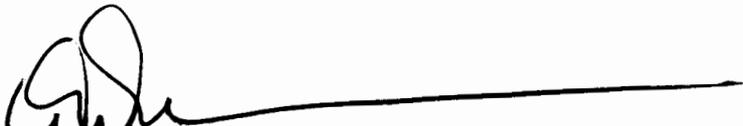
Telephone: 847-596-7048

E-Mail Address: Amanda.oseman

Authorized Signer's Printed Name and Title: Amanda Oseman Service Rep.

Authorized Signature: Amanda Oseman Date: 9/30/2016

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.


Matt Sturm, Director, Division of Offender Rehabilitative Services

10/4/16
Date



**STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT**

Sam Hammond
Samuel.Hammond@doc.mo.gov
573-528-6580
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

DATE	VENDOR IDENTIFICATION	CONTRACT NUMBER	CONTRACT DESCRIPTION
12/22/15	Shawn Weber Powervar Inc. 1450 Lakeside Drive Waukegan, Ill 60085	Amendment 001 Y14709293	Replacement Batteries Department of Corrections

CONTRACT #Y14709293 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraphs 2.7.2 and 2.7.3 on pages 8 and 9, the Department of Corrections desires to renew the above-referenced contract for the period of January 1, 2016 through December 31, 2016.

All terms, condition and provisions, including prices, of the previous contract period shall remain and apply hereto.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: Powervar dba Ametek Powervar

Mailing Address: 1450 LAKESIDE DRIVE

City, State Zip: Waukegan IL 60085

Telephone: 847-596-7000

E-Mail Address: _____

Authorized Signer's Printed Name and Title: CHRISTOPHER LINDLEY, CONTROLLER

Authorized Signature: *Christopher Lindley* Date: 12.23.15

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

[Signature]
Matt Sturm, Director, Division of Offender Rehabilitative Services

1/4/16
Date

SINGLE FEASIBLE SOURCE



**Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102**

**Buyer of Record:
Sam Hammond
Procurement Officer II
Telephone: (573) 526-6590
Samuel.Hammond@doc.mo.gov**

SFS 14709293

**Replacement Batteries and Installation for
Powervar UPS Units**

**FOR
Department of Corrections
Various Institutions**

**Contract Period: Date of Award through One Year
Date of Issue: November 12, 2014
Page 1 of 11**

Please return response by:

2:00 p.m., Tuesday, November 25, 2014

Attn: Sam Hammond, Purchasing Section, Department of Corrections, 2729 Plaza Drive, Jefferson City, MO 65102, or faxed to 573-522-1562, or emailed to samuel.hammond@doc.mo.gov.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: POWERVAR INC dba AMETEK POWERVAR
Mailing Address: 1450 LAKESIDE DR
City, State Zip: WAUKESHA WI 53095
Telephone: 847-596-7000 **Fax:** 847-596-7100
Federal EIN #: 33-0235290 **State Vendor #** _____
Email: Amanda.Oseman@Ametek.com

Authorized Signer's Printed Name and Title THOMAS E HARKINS Controller

Authorized Signature: [Signature] **Bid Date** 11-20-14

NOTICE OF AWARD:

This bid is accepted by the Missouri Department of Corrections as follows:

[Signature]
Dave Dormire, Director, Division of Adult Institutions

Contract No. YL4709293
11/25/14
Date

The original cover page, including amendments, should be signed and returned with the bid.

1. INTRODUCTION

1.1 Purpose:

1.1.1 The Missouri Department of Corrections (hereinafter referred to as the Department) desires to establish a contract for Replacement Batteries and Installation for Powervar UPS Units for the various institutions.

1.1.2 Organization - This document is divided into the following parts:

- 1) Introduction
- 2) General Requirements
- 3) Performance Requirements
- 4) Exhibit A
- 5) Terms and Conditions

2. GENERAL REQUIREMENTS

2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the SFS document, (2) the contractor's response to the SFS document, and (3) the Department's acceptance of the response (bid) by "notice of award". Any exhibits and included in the SFS document shall be incorporated into the contract by reference.

2.1.2 A notice of award issued by the Department 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 Department, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.

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 Department 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 Date of Award through One Year. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department 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 Department exercises such right, all terms, and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

2.3 Renewal Period:

2.3.1 If the Department exercises the option for renewal, the contractor shall agree that the firm fixed selling price for the renewal period shall not exceed the maximum price quoted for the applicable renewal period stated on the Pricing Page of the contract.

- a. The Department does not automatically exercise its option for renewal based on the maximum price and reserves the right to request renewal of the contract at a price less than the maximum price stated. The selling price shall be considered firm for the duration of the contract period.
- b. Renewal prices are calculated off of the original contract price.
- c. If renewal selling prices are not provided, then the prices during the renewal period shall be the same as during the original contract period.

2.4 Termination:

- 2.4.1 The Department reserves the right to terminate the contract at any time, for the convenience of the Department, 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 Department pursuant to the contract prior to the effective date of termination.

2.5 Price:

- 2.5.1 All prices shall be as indicated on the Pricing Page. The Department 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.

2.6 Payment Terms:

- 2.6.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based upon final delivery, inspection, and acceptance of items/services.
- 2.6.2 The contractor shall accurately invoice per the price indicated on **EXHIBIT A, Pricing Page**. Each invoice submitted **must** be specific to **one** purchase order number, referenced on the invoice, 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. Emailed invoices should contain the purchase order number in the subject line
- 2.6.3 The Department may choose to use the state purchasing card (Visa) in place of a purchase order to make purchases under this IFB. Unless exception to this condition is indicated on **EXHIBIT A, Pricing Page**, the contractor agrees to accept the state purchasing card as an acceptable form of payment and may not charge any additional fees related to the use of a purchasing card such as service fees, merchant fees, and/or handling charges.
 - a. If the Department issues a purchase order, an itemized invoice shall be emailed to doc.payables@doc.mo.gov or mailed to:

Missouri Department of Corrections
Accounts Payable
P.O. Box 236
Jefferson City MO 65102
 - b. If the state purchasing card (Visa) is used for payment, an itemized invoice reflecting the charged amount must be faxed or emailed to the institution within one business day. **The state purchasing card shall not be charged until the goods/services are received and accepted.**
- 2.6.4 The contractor's invoice should include any discount for prompt payment as indicated on EXHIBIT A, Pricing Page.

2.6.5 If the contractor maintains an e-commerce web application that enables Department staff to view and print invoices and invoice history, the contractor shall indicate on EXHIBIT A, Pricing Page, the website address where Department staff may access invoices. Upon award of the contract, the contractor shall provide the Department with a customer number in order for Department staff to access invoices and invoice history.

2.7 Subcontractors:

2.7.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department and to ensure that the Department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the Department prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

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 Department, 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 Department, 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 Department, including its agencies, employees, and assignees.

2.9 Contractor's Employees:

2.9.1 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.

2.9.2 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.

2.9.3 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.

- 2.9.4 The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies 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 employees and agents, shall not obstruct the Department or 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 policies 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.
- 2.9.5 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:

- 3.1.1 The contractor shall provide replacement batteries and installation for Powervar UPS units on an as needed, if needed basis as ordered by the Department. The contractors must comply with all mandatory requirements and specifications presented herein pertaining to the provision of replacement batteries and installation for Powervar UPS units.

3.2 Substitutions:

- 3.2.1 Following award of the contract, no substitution of the awarded item will be permitted except in the case of natural disaster, item discontinuation, or the inability of a manufacturer to ship. The contractor must provide documentation from the manufacturer to substantiate the occurrence of any of these aforementioned situations.
- a. If the awarded item cannot be provided per the above, the contractor must provide a substitution to replace the awarded item that meets or exceeds the specifications of the item that was originally awarded.

3.3 Replacement of Damaged Products:

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

3.4 Delivery Performance:

- 3.4.1 Upon receipt of an authorized purchase order, the contractor shall deliver the items within thirty (30) days. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed.
- 3.4.2 The contractor must contact the receiving institution a minimum of one (1) business day prior to delivery to ensure that personnel will be available at time of delivery.
- 3.4.3 Institutions may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the receiving institution. A delivery arriving during a time the institution does not accept deliveries will be delayed or refused. Any additional cost for redelivery shall be the responsibility of the contractor.
- 3.4.4 Delivery must not be made on official state holidays. A list of official state holidays may be found on the State of Missouri website at <http://www.oa.mo.gov/pers/hoursofwork.htm> .

3.5 Specifications:

- 3.5.1 The item(s) provided under the contract shall conform to all mandatory specifications, terms, conditions, and requirements as stated herein. The required specifications are listed on **EXHIBIT A, Pricing Page**.

3.6 Warranty Requirements:

- 3.6.1 The contractor shall provide, at a minimum, the standard manufacturer's warranty.

EXHIBIT A
PRICING PAGE

Aero-Mod, Inc. shall conform to the specifications contained herein. Aero-Mod, Inc. shall provide firm, fixed prices below for the Replacement Batteries and Installation for Powervar UPS Units. All costs associated with providing the required items shall be included in the stated prices. Pricing shall be quoted F.O.B Destination, Freight Prepaid and Allowed.

LINE ITEM	CONTRACT PERIOD FIRM, FIXED PRICE
001 - Replacement and Installation of 4 Battery Units on Powervar UPS Units (Serial Numbers: 080305572, 080400486, 081104427, 070905411)	\$ <u>5,984.00</u> Four (4) Replacement Batteries
002 - Refundable Battery Deposit	\$ <u>4,800.00</u>

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

	MAXIMUM INCREASE	OR	MINIMUM DECREASE
1st Renewal Period:	original contract price + _____%	OR	original contract price - _____%
2nd Renewal Period:	original contract price + _____%	OR	original contract price - _____%

Details About Payment Terms:

Aero-Mod, Inc. should state below its discount terms offered for the prompt payment of invoices.

_____ % discount off total invoice price if paid within _____ calendar days of the Department's receipt of invoice.

Check here if the state purchasing card (Visa) is acceptable as a method of payment: _____ Yes, acceptable.

By signing, the Aero-Mod, Inc. hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specification contained herein and the Terms and Conditions.

Authorized Signature: _____ Printed Name: _____

Date: _____ Email: _____

**STATE OF MISSOURI
DEPARTMENT OF CORRECTIONS
TERMS AND CONDITIONS – SINGLE FEASIBLE SOURCE**

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 Department.
- 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 utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

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 Department.
- 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 Department 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 Department's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the Department shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The Department reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

- a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The driver's social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution,

the delivery will be refused. Additional delivery cost associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

- c. Unless a pallet exchange is requested at the time of delivery, all pallets used in the delivery of equipment and supplies shall become property of the Department.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the Department pursuant to a contract shall be deemed accepted until the Department 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 Department 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 Department's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Department may have.

5. CONFLICT OF INTEREST

Officials and employees of the Department, its governing body, or any other public officials of the State of Missouri 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 Department, (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 Department'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 Department of any existing or future right and/or remedy available by law in the event of any claim by the Department 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 Department 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 Department.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Department may cancel the contract. At its sole discretion, the Department 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 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 Department will issue a notice of cancellation terminating the contract immediately. If it is determined the Department

improperly cancelled the contract, such cancellation shall serve as notice of termination for convenience in accordance with the contract.

- c. If the Department cancels the contract for breach, the Department 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 Department for any period in which funds have not been appropriated, and the Department 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 Department immediately. Upon learning of any such actions, the Department 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 Department, 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. CONTRACTOR PROPERTY

- a. Upon expiration, termination or cancellation of a contract, any contractor property left in the possession of the Department after forty-five (45) calendar days shall become property of the Department.

12. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

13. AMERICANS WITH DISABILITIES ACT

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

14. FILING AND PAYMENT OF TAXES

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

15. COMMUNICATIONS AND NOTICES

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

Revised 04/11/2013



Quotation

Quote Date: 11/06/2014
Quote No: 110614AO007
Terms: **Net 30, FOB Origin** Waukegan, IL

To: Missouri Department Of Corrections
Attn: Sam Hammond
573-526-6590

For: Serial #: 080305572, 080400486, 081104427, 070905411
Powervar Part Number: 21036-16, 21036-58

BATTERY KIT PRICING:

Replacement Batteries	
Battery Part # 21888-64 (Price for four units)	Price \$5,984.00
Refundable battery deposit	Price \$4,800.00
Total for batteries and battery deposit	Total \$10,784.00

The above pricing does not include shipping, or any applicable taxes.
Deposit is refunded upon the return of the spent battery trays. POWERVAR
Will provide Fed Ex prepaid labels to return spent trays.

Additional benefits include:

- 7x24 response coverage for emergency service
- Toll free 800 number for emergency service response (800-369-7179)
- Qualified staff of experienced, factory trained/certified technicians

This quote does not include installation of batteries. If you would like a tech come out to replace them, please ask for an additional quote. (Batteries are user friendly)

This quote is valid for 60 days.

Please let me know how you would like to proceed. To order the above parts, a purchase order may be faxed or emailed directly to me. Please include a copy of this quote.

Thank you and best regards,

Amanda Oseman

Powervar/Oneac
Email: Amanda.Oseman@Ametek.com
Direct Line: 847-596-7048
Fax: 847-596-7148