

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:
John Hall, CPPB
Procurement Officer II
Telephone: (573) 526-6494
John.Hall@doc.mo.gov

Y14709273

NETCo Inc.
Department of Corrections
Various Institutions

Contract Period: September 1, 2014 – August 31, 2015

Page 1 of 17

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: NETCO INC
Mailing Address: 1093 Ridge Rd
City, State Zip: Windsor, ME 04363
Telephone: 207-445-2228 Fax: 207-445-2494
Federal EIN #: 01-0537606 State Vendor #: _____
Email: customerservice@netcoinc.net

Authorized Signer's Printed Name and Title: Kelly Wilkinson, Controller
Authorized Signature: Kelly Wilkinson Bid Date: 10-20-14

NOTICE OF AWARD:

This document is accepted by the Missouri Department of Corrections in its entirety.

Contract No. **Y14709273**

Dave Dormire Acting Director
Dave Dormire, Director, Division of Adult Institutions

10-23-14

Date

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

RECEIVED OCT 20 2014

1. INTRODUCTION

1.1 Purpose

- 1.1.1 The Missouri Department of Corrections (hereinafter referred to as "Department") is to establish a single feasible source contract for the ongoing maintenance, supplies and labor with NETCO for the ongoing performance of desktop narcotic detectors at facilities within the Department throughout the State of Missouri.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract

- 2.1.1 A binding contract shall consist of: (1) the Single Feasible Source document (SFS) and any amendments, attachments, and terms and conditions, (2) NETCO's documentation attached hereto, and (4) the Department's acceptance of the bid by "notice of award".
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing supplies and/or services for the Department, the contractor must receive a properly authorized purchase order or purchasing card authorization.
- 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.

2.2 Contract Period

- 2.2.1 The original contract period shall be as stated on the cover page. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.

2.3 Invoicing and Payment Terms

- 2.3.1 All payment terms shall be as stated in the terms and conditions of this contract. Payments will be processed based on final delivery, inspection and acceptance of the items/services.
- 2.3.2 The contractor shall accurately invoice per the price indicated on **Exhibit A, Pricing Page**.
- 2.3.3 When 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

- a. 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.

2.4 Subcontractors

- 2.4.1 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.

2.5 Contractor's Employees

- 2.5.1 The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation shall be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department shall complete criminal background records checks at least every five (5) years for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- 2.5.2 The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- 2.5.3 The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.5.4 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 abuse and consensual sex.
1. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.
 2. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5.5 The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- 2.5.6 If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

2.6 Contract Prices

- 2.6.1 Prices shall be as stated on the **Exhibit A, 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, per diem or travel charges, etc.

3. DELIVERY REQUIREMENTS

- 3.1 Delivery of any parts shall be FOB Destination, freight prepaid and allowed. The Department shall not pay nor be liable for any other additional costs including but not limited to taxes, regular ground/freight charges, insurance, interest penalties, termination payments, attorney fees, liquidated damages, per diem or travel changes, etc.
- 3.2 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.
- a. The institution may have specific times that deliveries can be accepted based on security procedures. The contractor shall coordinate delivery times with the 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.
 - b. 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/StateHolidays.htm>.
- 3.3 Delivery shall be made to the address specified by the institution.
- 4.4 Missouri Service-Disabled Veteran Business Enterprise Preference**
- 4.4.1 Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran business enterprises and who complete and submit **Exhibit B, Missouri Service-Disabled Veteran Business Enterprise Preference** with the bid. If the bid does not include the completed Exhibit B and the documentation specified on Exhibit B in accordance with the instructions provided therein, no preference points will be applied.

EXHIBIT A
PRICING PAGE



Morpho Itemiser 3 Spare Parts List

Description	Price/Unit	Part Number
DATA ACQUISITION BOARD, 3	\$3,061.55	CP001009
MAIN COMPUTER BOARD, SBC, 13	\$4,825.75	CP001013
POWER BOARD, 13	\$970.00	EE001043
TRANSDUCER BOARD	\$727.50	EE001045
LADDER BOARD, 3	\$309.00	EE001046
H.V. PULSE BOARD, 13	\$1,855.47	EE001047
Preamp Board, 13	\$358.56	EE001049
FAN ASSEMBLY	\$75.00	EE002103
ALARMBUZZER	\$35.40	EE002104
FLOPPY DRIVE CABLE	\$37.54	EE002109
IRDA BOARD	\$107.55	EE002117
PROGRAMMED D-SK-ON-CHIP ASSEMBLY	\$801.40	EE002500
FUSE, 3.15A 5 X 20MM FOR AC INPUT, SAME AS 510-022	\$2.41	EP002500
15A, 32V FUSE, 3AG FOR DC OUTP. JT.	\$3.31	EP002525
DISPLAY ASSEMBLY, 13	\$1,825.00	EP005111-S
ETHERNET CABLE	\$51.43	EP005190
Power Supply, AC to DC, 120W, 15 VDC, 13 13a	\$417.10	EP007517
Battery, CMOS Backup	\$25.65	EP008006
RECHARGEABLE BATTERY FOR THE OPTIONAL HAND VACUUM	\$58.20	EP009011
THERMAL PRINTER WITH PROTECTIVE COVER	\$721.63	EP009502
CLEANING KIT, ITEMISER	\$45.95	K0001015
DESORBER COVER WITH LABEL	\$52.65	K0001289
Detector Assembly, 13	\$3,540.00	M0001215
BACK UP BATTERY (UPS)	\$870.00	M0001216
Hand wand sample trap	\$60.00	M0001240
GOLD SAMPLE TRAPS, CONTRABAND (25/pack)	\$40.51	M0001249
NOZZLE AND RING/OUT ASSY	\$155.20	M0001339
MULTI PURPOSE SAMPLE TRAPS (25/PACK)	\$20.00	M0001904-25
MULTI PURPOSE CALIBRATION TRAPS (25/PACK)	\$21.00	M0001955-25
ASSEMBLY, REGENERATIVE DRYER 13	\$2,000.00	M1000025
ITEMISER 3 MAINTENANCE LOG BOOK	\$30.00	MA001069
FAN FILTER	\$1.65	MP003222
STAINLESS STEEL FILTER	\$11.82	MP003223
SAMPLE AND FLURGE FILTER, 5 MICRON, 10-32 FEM	\$6.63	MP003224
PUMP, DIAPHRAGM, ITEMISER	\$901.00	MP004214
FAN, GUARD (INNER), FOR OD8025 FAN	\$5.25	MP004412
FAN, GUARD, 60MM SQUARE	\$5.68	MP007125
POSITIVE MODE DOPANT	\$287.52	MP035067
AC POWER CORD	\$33.60	PCC16

EXHIBIT A (continued)
PRICING PAGE

Morpho Itemiser 3 Spare Parts List



Description	Price/Unit	Part Number
NEGATIVE MODE DOPANT	\$169.99	MP005810
INLET NOZZLE FLOW METER	\$39.75	MP006002
FLOW METER, 30-240 CC/MIN ITEMISER REAR PANEL	\$184.30	MP006007
FITTING, NYLON TEE	\$2.52	MP006024
FITTING, NYLON, ELBOW	\$3.52	MP006025
FITTING, NYLON, STRAIGHT	\$1.02	MP006033
SILASTIC TUBING	\$6.16	MP006047
TUBING, SAMPLE & DETECTOR FLOW (LOW TEMP/THICKER WALL) SOLD PER FOOT	\$4.17	MP006064
WASHER, RUBBER SAMPLE AIR FILTER	\$0.78	MP006066
O-RING FOR STAINLESS STEEL FILTER	\$0.57	MP011008
O-RING SILICONE for Dopant Tube	\$2.78	MP011000
POLYURETHANE BUMPER 7/8" DIAMETER X 3/8" HEIGHT	\$2.15	MP017022
DETECTOR NOZZLE 13	\$170.00	MP016007
RINGNUT FOR DETECTOR NOZZLE	\$269.00	MP016008
FLOPPY DRIVE	\$63.85	MP050000
SPONGE FILTERS FOR REGENERATIVE DRYERS	\$19.20	MP055171
HAND WAND RUBBER PAD REPLACEMENT	\$4.43	MP055211
WOODEN PROBE	\$0.24	MP055226
COTTON GLOVES 12 PER PKG	\$13.04	MP075000
MULTI-CLEAN WIPES (100 CONTAINER)	\$29.70	MP075001
SATURATED SWABS (25 BOX)	\$20.80	MP075002
CANNED AIR	\$14.00	MP075003
DETECTOR MEMBRANE K.I.T. (5 PKG)	\$43.62	PA005007
THERMAL PRINTER PAPER	\$3.21	PA005000
KEYBOARD	\$180.00	PA005136
SPARES PARTS K.I.T.	\$55.77	PA005141

All Prices are Subject to Change, call for availability and current prices.

Updated 10-07-14 by KW

NETCO - 1093 Ridge Rd - Windsor, Me 04363 - Tel: 207-445-1228 - Fax: 207-445-2434

EXHIBIT A (continued)
PRICING PAGE

Labor In-House:

Pricing for Labor In-House shall be as follows:

Labor In-House: \$95.00 per hour

By signing, the bidder hereby declares understanding, agreement and certification of compliance to provide the items at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid.

Company Name: NETCO Inc

Authorized Signature: Kelly Wilkinson Date: 10-20-14

Printed Name: Kelly Wilkinson Email: kwe@netcoinc.net

EXHIBIT B
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Pursuant to section 34.074, RSMo, and 1 CSR 40-1.050, the Department has a goal of awarding three (3) percent of all contracts for the performance of any job or service to qualified service-disabled veteran business enterprises (SDVEs). (See below for definitions included in section 34.074, RSMo.)

DEFINITIONS:

Service-Disabled Veteran (SDV) is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE) is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

STANDARDS:

The following standards shall be used by the Department in determining whether an individual, business, or organization qualifies as a SDVE:

- a. Doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;
- b. Having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs.
- c. Having the management and daily business operations controlled by one (1) or more SDVs;
- d. Having a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) and a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs; and
- e. Possessing the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

If a bidder meets the standards of a qualified SDVE as stated above, the bidder **must** provide the following with the bid in order to receive the Missouri SDVE preference of a three-point bonus over a non-Missouri SDVE unless previously submitted within the past five (5) years to a Missouri state agency or public university:

- a. a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty),
- b. a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs, and
- c. a completed copy of this exhibit.

EXHIBIT B (continued)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

(NOTE: For ease of evaluation, please attach a copy of the SDV's award letter or a copy of the SDV's discharge paper, and a copy of the SDV's documentation certifying disability to this Exhibit. The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business enterprise as defined in section 34.074, RSMo. I further certify that I meet the standards of a qualifying SDVE as listed above pursuant to 1 CSR 40-1.050.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Enterprise Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran
Business Enterprise

Phone Number

Website Address

Date

E-Mail Address

(NOTE: A qualified SDVE will be added to the SDVE listing maintained on the Office of Administration, Division of Purchasing and Materials Management's (OA/DPMM) website (www.oa.mo.gov/purch/vendorinfo/sdvc.html) for up to five (5) years from the date listed above. However, if it has been determined that the SDVE at any time no longer meets the requirements stated above, the OA/DPMM will remove the SDVE from the listing.)

FOR STATE USE ONLY

SDV Documents - Verification Completed By:

Procurement Officer

Date

**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