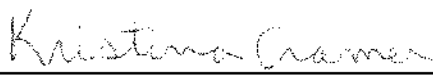





## NOTICE OF CONTRACT RENEWAL

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

<b>CONTRACT NUMBER</b> CC170320001	<b>CONTRACT TITLE</b> I-CON Water Meter Parts & Supplies
<b>AMENDMENT NUMBER</b> 002	<b>CONTRACT PERIOD</b> February 27, 2018 through February 26, 2019
<b>REQUISITION/REQUEST NUMBER</b> NR 931 YYY18709025	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 5932729310 0 / MB00105317
<b>CONTRACTOR NAME AND ADDRESS</b> I-CON Systems, Inc. 3100 Camp Road Oviedo, FL 32765	<b>STATE AGENCY'S NAME AND ADDRESS</b> Missouri Department of Corrections Various Agency Locations
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  The State of Missouri hereby exercises its option to renew the contract.  All other terms, conditions and provisions of the contract, including all prices, shall remain the same throughout the above contract period and apply hereto.  SIGNATURE OF CONTRACTOR IS NOT REQUIRED ON THIS DOCUMENT.	
<b>BUYER</b> Kristina Cramer	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:kristina.cramer@oa.mo.gov">kristina.cramer@oa.mo.gov</a> Phone: (573) 751- 1695 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> 2/16/18
<b>DIRECTOR OF PURCHASING</b>  Karen S. Boeger	



## NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER CC170320001	CONTRACT TITLE I-CON Water Meter Parts & Supplies
AMENDMENT NUMBER 001	CONTRACT PERIOD February 27, 2017 through February 26, 2018
REQUISITION/REQUEST NUMBER NR 931 YYY17709178	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 5932729310 0 / MB00105317
CONTRACTOR NAME AND ADDRESS I-CON Systems, Inc. 3100 Camp Road Oviedo, FL 32765	STATE AGENCY'S NAME AND ADDRESS Missouri Department of Corrections Various Agency Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract CC170320001 is hereby amended pursuant to the attached amendment #001, dated 3/30/17.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: <a href="mailto:Kristina.cramer@oa.mo.gov">Kristina.cramer@oa.mo.gov</a> Phone: (573) 751- 4885 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE 3-31-17
DIRECTOR OF PURCHASING <i>Karen S. Boeger</i> Karen S. Boeger	



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

AMENDMENT NO.: 001  
CONTRACT NO.: CC170320001  
TITLE: I-CON WATER METER PARTS & SUPPLIES  
ISSUE DATE: 3/29/17

REQ NO.: NR 931 YYY17709178  
BUYER: KRISTINA CRAMER  
PHONE NO.: (573) 751-1695  
E-MAIL: [kristina.cramer@oa.mo.gov](mailto:kristina.cramer@oa.mo.gov)

TO: I-CON SYSTEMS, INC.  
3100 CAMP ROAD  
OVIEDO, FL 32765

RETURN AMENDMENT BY NO LATER THAN: 4/6/17 AT 5:00 PM CENTRAL TIME

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

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

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

MISSOURI DEPARTMENT OF CORRECTIONS  
VARIOUS AGENCY LOCATIONS

SIGNATURE REQUIRED

DOING BUSINESS AS (D/B/A) NAME
I-CON Systems, Inc.
MAILING ADDRESS
3100 Camp Road
CITY, STATE, ZIP CODE
Oviedo, FL 32765

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
I-CON Systems Inc.
IRS FORM 1099 MAILING ADDRESS
3100 Camp Road
CITY, STATE, ZIP CODE
Oviedo, FL 32765

CONTACT PERSON		EMAIL ADDRESS	
Dawn Peterson		<a href="mailto:Compliance@i-con.com">Compliance@i-con.com</a>	
PHONE NUMBER		FAX NUMBER	
407-365-6241		407-365-7944	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)		VENDOR NUMBER (IF KNOWN)
59-3272931	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		59327293100
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		3/30/2017	
PRINTED NAME		TITLE	
Dawn Peterson		EVP & CFO	

**AMENDMENT #001 TO CONTRACT CC170320001****CONTRACT TITLE:** I-CON WATER METER PARTS AND SUPPLIES**CONTRACT PERIOD:** FEBRUARY 27, 2017 THROUGH FEBRUARY 26, 2018

The State of Missouri desires to amend the above referenced contract to add the below listing of correctional facilities as delivery locations that will utilize the contract. The correctional facilities to be added to the contract shall be as follows:

**ALGOA CORRECTIONAL CENTER**

8501 No More Victims  
Jefferson City MO 65101

**MARYVILLE TREATMENT CENTER**

30227 US Highway 136  
Maryville MO 64468

**BOONVILLE CORRECTIONAL CENTER**

1216 East Morgan St  
Boonville MO 65233

**NORTHEAST CORRECTIONAL CENTER**

13698 Airport Rd  
Bowling Green MO 63334

**CHILLICOTHE CORRECTIONAL CENTER**

3151 Litton Rd  
Chillicothe MO 64601

**OZARK CORRECTIONAL CENTER**

929 Honor Camp Lane  
Fordland MO 65652

**CREMER THERAPEUTIC CENTER**

689 Highway O  
Fulton MO 65251

**POTOSI CORRECTIONAL CENTER**

11593 State Highway O  
Mineral Point MO 63660

**CROSSROADS CORRECTIONAL CENTER**

1115 E Pence Rd  
Cameron MO 64429

**SOUTH CENTRAL CORRECTIONAL CENTER**

255 W highway 32  
Licking MO 65542

**EASTERN RECEPTION DIAGNOSTIC  
AND CORRECTIONAL CENTER**

2727 Highway K  
Bonne Terre MO 63628

**SOUTHEAST CORRECTIONAL CENTER**

300 East Pedro Simmons Drive  
Charleston MO 63834

**FARMINGTON CORRECTIONAL CENTER**

1012 West Columbia  
Farmington MO 63640

**TIPTON CORRECTIONAL CENTER**

619 N Osage Avenue  
Tipton MO 65081

**FULTON RECEPTION AND  
DIAGNOSTIC CENTER**

1393 Highway O  
Fulton MO 65251

**WOMAN'S EASTERN RECEPTION AND  
DIAGNOSTIC CORRECTIONAL CENTER**

1101 East Highway 54  
Vandalia MO 63382

**JEFFERSON CITY CORRECTIONAL CENTER**

8416 No more Victims, Dock B  
Jefferson City MO 65101

**WESTERN MO CORRECTIONAL CENTER**

609 E Pence Rd  
Cameron MO 64429

**MOBERLY CORRECTIONAL CENTER**

5201 South Morley  
Moberly MO 65270

**WESTERN RECEPTION AND DIAGNOSTIC  
CORRECTIONAL CENTER**

3401 Faraon St  
St Joseph MO 64506

**MISSOURI EASTERN CORRECTIONAL CENTER**

18701 Old Highway 66  
Pacific MO 63069

**ST LOUIS COMMUNITY RELEASE CENTER**

1621 N First  
St Louis MO 63102

**KANSAS CITY REENTRY CENTER**  
651 Mulberry  
Kansas City MO 64101



All terms, conditions and provisions of the contract, including all percentage discounts, shall remain the same throughout the above contract period and apply hereto.

The contractor shall acknowledge acceptance by signing and returning this document, on or before the date indicated.



## 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>

<b>SFS NUMBER</b> SFSC30034901700320	<b>CONTRACT TITLE</b> I-CON Water Meter Parts & Supplies
<b>CONTRACT NUMBER</b> CC170320001	<b>CONTRACT PERIOD</b> February 27, 2017 through February 26, 2018
<b>REQUISITION/REQUEST NUMBER</b> NR 931 YYY16709229	<b>SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID</b> 5932729310 0 / MB00105317
<b>CONTRACTOR NAME AND ADDRESS</b> I-CON Systems, Inc. 3100 Camp Road Oviedo, FL 32765	<b>STATE AGENCY'S NAME AND ADDRESS</b> Farmington Correctional Center 1012 West Columbia Farmington, MO 63640
<b>ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:</b>  In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CC170320001 for use by the State of Missouri for I-CON Water Meter Parts and Supplies, 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 I-CON Systems, Inc. shall reference the State of Missouri contract number CC170320001.	
<b>BUYER</b> Kristina Cramer	<b>BUYER CONTACT INFORMATION</b> Email: <a href="mailto:kristina.cramer@oa.mo.gov">kristina.cramer@oa.mo.gov</a> Phone: (573) 751-1695 Fax: (573) 526-9816
<b>SIGNATURE OF BUYER</b> 	<b>DATE</b> December 5, 2016
<b>DIRECTOR OF PURCHASING</b> 	



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

SFS NO.: SFSC30034901700320 - REVISED  
TITLE: I-CON WATER METER PARTS & SUPPLIES  
ISSUE DATE: 11/21/16

REQ NO.: NR 931 YYY16709229  
BUYER: KRISTINA CRAMER  
PHONE NO.: (573) 751-1695  
E-MAIL: [kristina.cramer@oa.mo.gov](mailto:kristina.cramer@oa.mo.gov)

TO: I-CON SYSTEMS, INC.  
3100 CAMP ROAD  
OVIEDO, FL 32765

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

SCAN AND E-MAIL TO:	<a href="mailto:kristina.cramer@oa.mo.gov">kristina.cramer@oa.mo.gov</a>
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 27, 2017 THROUGH FEBRUARY 26, 2018

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

FARMINGTON CORRECTIONAL CENTER  
1012 WEST COLUMBIA  
FARMINGTON, MO 63640

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)
I-CON Systems, Inc.	105317
MAILING ADDRESS	
3100 Camp Road	
CITY, STATE, ZIP CODE	
Oviedo, FL 32765	

CONTACT PERSON	E-MAIL ADDRESS
Dawn Peterson	Compliance@i-con.com
PHONE NUMBER	FAX NUMBER
407-365-6241	407-365-7944
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
AUTHORIZED SIGNATURE	DATE
	12/2/2016
PRINTED NAME	TITLE
Raul Socarras	Executive Vice 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 I-CON Systems, Inc. as a single feasible source for I-CON water meter parts and supplies for the Missouri Department of Corrections' Farmington Correctional Center. 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.

**2.3 Percentage Discounts:**

- 2.3.1 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. All prices shall be FOB Destination, Freight Prepaid and Allowed.
- 2.3.2 The firm, fixed percentage discount quoted for line item 1 on the Pricing Page shall apply to the current manufacturer standard list price/catalog for I-CON water meter parts and supplies. The firm, fixed percentage discount quoted for line item 2 on the Pricing Page shall apply to the current manufacturer standard list price/catalog for stainless steel I-CON water meter parts and supplies.
- 2.3.3 The contractor shall understand and agree that the firm, fixed percentage discounts shall remain the same throughout the duration of the contract.



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

## **2.4 Payment Terms:**

- 2.4.1 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.
- 2.4.2 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.vendor-services.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.4.3 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>.

## **2.5 Insurance:**

- 2.5.1 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.

## **2.6 Contractor Liability:**

- 2.6.1 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.
- 2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

## **2.7 Coordination:**

- 2.7.1 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.

**2.8 Replacement of Damaged Product:**

- 2.8.1 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.

**2.9 Substitutions:**

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 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.
- 2.9.4 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.
- 2.9.5 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.

**2.10 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 Compliance with Terms and Conditions:**

- 2.11.1 The contractor's response shall not take exception to or conflict with the mandatory requirements of the SFS (denoted by the words "must" and "shall") including the SFS terms and conditions.
- 2.11.2 The contractor is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the SFS and its contractual requirements.
- 2.11.3 The contractor's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the SFS, must be submitted herein. The contractor shall be required to do one of the following if terms and conditions are submitted: (1) The contractor must clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the 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.

## **2.12 Inventions, Patents, and Copyrights:**

- 2.12.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.12.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.12.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

## **2.13 Contractor's Personnel:**

- 2.13.1 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.
- 2.13.2 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.
- 2.13.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

**2.14 Termination:**

- 2.14.1 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.

**2.15 Estimated Quantities:**

- 2.15.1 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.

**2.16 Report Requirement:**

- 2.16.1 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.

**2.17 Independent Contractor:**

- 2.17.1 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.

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

- 2.18.1 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.

- 2.18.2 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.
- 2.18.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.
  - b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.
- 2.18.4 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. TECHNICAL SPECIFICATION AND PERFORMANCE REQUIREMENTS:**

#### **3.1 General:**

- 3.1.1 The contractor must provide I-CON water meter parts and supplies for the I-CON water metering system for the Farmington Correctional Center as needed, if needed upon request of the state agency.
- 3.1.2 All parts and supplies provided shall meet the sole satisfaction of the state agency.

#### **3.2 Warranty:**

- 3.2.1 The contractor shall provide the state at a minimum, the manufacturer's standard warranty on parts and supplies at no additional cost to the state. The warranty shall commence upon delivery and acceptance of the parts and supplies by the State of Missouri.

#### **3.3 Delivery Performance:**

- 3.3.1 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.

**PRICING PAGE**

The contractor shall conform to the specifications contained herein. The contractor shall quote a firm, fixed percentage discount to be applied to the current manufacturer's list price/catalog for all I-CON water meter parts and supplies. The contractor shall quote a firm, fixed percentage discount to be applied to the current manufacturer's list price/catalog for stainless steel I-CON water meter parts and supplies. The contractor shall understand and agree that the firm, fixed percentage discounts shall remain the same throughout the duration of the contract.

Line Item 1 C/S Code: 72101510 <i>Plumbing System Maintenance or Repair</i>	<b>Percentage Discount for Duration of Contract</b>
<b>I-CON water meter parts and supplies, excluding stainless steel items</b>  Firm, fixed percentage discount off current manufacturer's list price/catalog for I-CON water meter parts and supplies	53.22%

Line Item 2 C/S Code: 72101510 <i>Plumbing System Maintenance or Repair</i>	<b>Percentage Discount for Duration of Contract</b>
<b>I-CON water meter parts and supplies for stainless steel items only</b>  Firm, fixed percentage discount off current manufacturer's list price/catalog for I-CON water meter parts and supplies	35.00%

**Delivery:**

The desired delivery is fifteen (15) calendar days after receipt of a properly executed order. If contractor's delivery is different, the contractor should state delivery in calendar days after receipt of order: **For I-CON water meter parts and supplies, excluding stainless steel items 30-60 calendar days ARO if the item is not in stock; and for I-CON water meter parts and supplies for stainless steel items only 85-100 calendar days ARO if the item is not in stock.**

**Warranty:**

The contractor shall provide at minimum the manufacturer's standard warranty on parts and supplies.


The contractor should state the warranty period which shall cover all parts and supplies. The warranty shall commence upon delivery and acceptance of the parts and supplies by the State of Missouri.

One (1) year

**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)***

	12/2/2016
AUTHORIZED SIGNATURE	DATE
Raul Socarras	Executive Vice President
PRINTED NAME	TITLE
I-CON Systems, Inc.	
CONTRACTOR'S COMPANY NAME	

**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.

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

October 3, 2016

I-CON Systems, Inc.  
Attn: Mark Holmes  
3100 Camp Road  
Oviedo, FL 32765

Email: [Mark.Holmes@i-con.com](mailto:Mark.Holmes@i-con.com)

RE: Attached Proposed Contract

Dear Mr. Holmes:

In accordance with 34.044 RSMo, the State of Missouri desires to enter into a contract with I-CON Systems, Inc. as a single source of I-CON water meter parts and supplies for the Farmington Correctional Center located in Farmington, 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](mailto:kristina.cramer@oa.mo.gov).

Sincerely,

*Kristina Cramer*  
Kristina Cramer