



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>

Safety
SFSC 300349 01700742

CONTRACT NUMBER CC170742001	CONTRACT TITLE Fire Alarm System Testing, Inspection and Maintenance
AMENDMENT NUMBER 002	CONTRACT PERIOD March 23, 2018 through March 22, 2019
REQUISITION/REQUEST NUMBER NR 300 22008000055	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 5826088610 4 / MB00108488
CONTRACTOR NAME AND ADDRESS Simplex Grinnell, LP. 11360 Lackland Road St. Louis, MO 63146	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design and Construction Various Locations Throughout the State of Missouri Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: 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.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: kristina.cramer@oa.mo.gov Phone: (573) 751-1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE February 9, 2018
DIRECTOR OF PURCHASING <i>Karen S. Boeger</i> Karen S. Boeger	

RENEWAL: <u>1</u> PERIOD OF <u>2</u> TOTAL	
<input type="checkbox"/> Renewal - % Increase	<input type="checkbox"/> Cost Savings
<input type="checkbox"/> Renewal - \$ Increase	<input type="checkbox"/> Cost Savings
<input checked="" type="checkbox"/> Renewal - W/O Increase	
<input type="checkbox"/> SFS Renewal - Prices In Original Contract	
<input type="checkbox"/> SFS Renewal - Prices Not in Original Contract	
<u>3/23/18 - 3/22/19</u>	
EXTENSION PERIOD:	
<input type="checkbox"/> Extension - 30-Day	
<input type="checkbox"/> Termination	
<input type="checkbox"/> Extension - \$ Increase	<input type="checkbox"/> Cost Savings
<input type="checkbox"/> Extension - W/O Increase	
<input type="checkbox"/> Assignment	
<input type="checkbox"/> Cancellation/Termination	
<input type="checkbox"/> Other Amendment	
Performance Security Deposit:	\$ _____
Surety Bond:	\$ _____
Annual Wage Order Number:	_____
Annual Wage Order Date:	_____
County(ies):	_____
Other Instructions:	_____

A. Section 34.040.6, RSMo	Buyer/Section Support	KC	2-9-18
B. Purchasing Suspension List	Buyer/Section Support	KC	2-9-18
C. Federal Suspension - SAM.GOV	Buyer/Section Support	KC	2-9-18
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	KC	2-9-18
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	X	X
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
	Buyer/Section Support	X	X
	Buyer	X	X
	Buyer/Section Support	X	X
Contractor E-Mail Address/Fax Number	dagery@simplexarinnell.com		
State Agency Contact E-Mail Address	Rebecca Brinkley		
Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension - UPDATE COSTSAVINGS RPT	Buyer	KC	2-9-18
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G.			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
	Buyer/Section Support	KC	2-9-18
	Buyer	KC	2-9-18
	Buyer/Section Support	JW	2/13
AM 300 PMM 00077926	Buyer/Section Support	JW	2/13
Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	JW	2/13
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
	Central Support-Participation		
	Central Support-Imaging		

Missouri BMS

JW

2/20



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>

Safety
SFSC 30034901700742

CONTRACT NUMBER CC170742001	CONTRACT TITLE Fire Alarm System Testing, Inspection and Maintenance
AMENDMENT NUMBER 001	CONTRACT PERIOD March 23, 2017 through March 22, 2018
REQUISITION/REQUEST NUMBER NR 300 22007000081	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 5826088610 4 / MB00108488
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 11360 Lackland Road St. Louis, MO 63146	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design and Construction Various Locations Throughout the State of Missouri Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CC170742001 is hereby amended pursuant to the attached amendment #001 dated 5/5/17.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: kristina.cramer@oa.mo.gov Phone: (573) 751- 1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE May 5, 2017
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.: CC170742001
TITLE: FIRE ALARM SYSTEM TESTING, INSPECTION AND
MAINTENANCE
ISSUE DATE: 4/13/17

REQ NO.: NR 300 22007000081
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

TO: SIMPLEXGRINNELL LP
11360 LACKLAND ROAD
ST. LOUIS, MO 63146

RETURN AMENDMENT BY NO LATER THAN: 4/21/17 AT 5:00 PM CENTRAL TIME

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

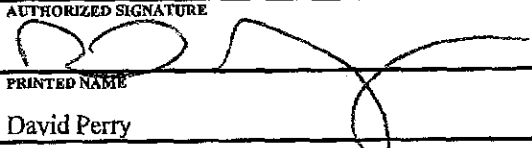
SCAN AND E-MAIL TO:	kristina.cramer@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
SimplexGrinnell LP		MB00108488	
MAILING ADDRESS			
11360 Lackland Road			
CITY, STATE, ZIP CODE			
St. Louis, Mo. 63146			
CONTACT PERSON		EMAIL ADDRESS	
David Perry		daperry@simplexgrinnell.com	
PHONE NUMBER		FAX NUMBER	
314-292-0093		314-739-3755	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		5/5/17	
PRINTED NAME		TITLE	
David Perry		Total Service Manager	

AMENDMENT #001 TO CONTRACT CC170742001

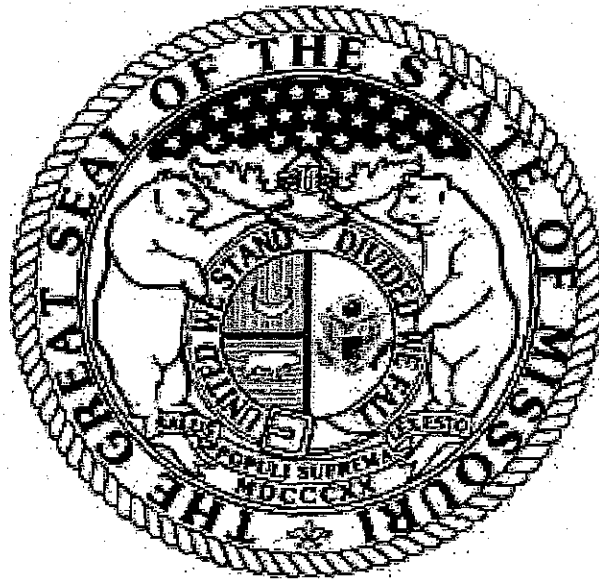
CONTRACT TITLE: FIRE ALARM SYSTEM TESTING, INSPECTION AND MAINTENANCE

CONTRACT PERIOD: MARCH 23, 2017 THROUGH MARCH 22, 2018

The State of Missouri desires to cancel coverage for the Marshall Habilitation Center. Line items 3 and 4 for semi-annual and annual fire alarm system testing, inspection and maintenance at the Marshall Habilitation Center are hereby removed from the contract at no cost to the State of Missouri.

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

The contractor shall sign and return this document by the time and date specified on page one. The contractor's failure to sign and return this document however, shall not stop the action specified herein.

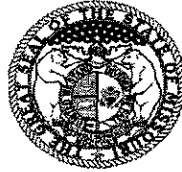


State of Missouri
OFFICE OF ADMINISTRATION

Division of Purchasing
Contract Amendment Documentation

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

Eric R. Greitens
Governor



Sarah H. Steelman
Commissioner

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

Karen S. Boeger
Director

MEMORANDUM

TO: File CC170742001

DATE: April 12, 2017

FROM: Kristina Cramer *KC*

RE: Contract CC170742001 -- Line Items Cancellation

This memo serves as a request to cancel line items 3 and 4 for semi-annual and annual fire alarm system testing, inspection and maintenance for the Marshall Habilitation Center from contract CC170742001 with SimplexGrinnell LP pursuant to the attached memo from Rebecca Brinkley, dated April 10, 2017. The Division of Facilities Management, Design and Construction (FMDC) no longer needs services performed at the Marshall Habilitation Center due to sale of the property effective May 1, 2017.

Eric Greitens
Governor



Catherine F. Brown
Director

Sarah Steelman
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
730 Truman Building, 301 West High Street
Post Office Box 809
Jefferson City, Missouri 65102
INTERNET: <http://www.oa.mo.gov/fmdc>
E-MAIL: FMDCMail@oa.mo.gov

(573) 751-3339
FAX (573) 751-7277

MEMORANDUM

TO: File, Contract CC170742001

FROM: Rebecca Brinkley

DATE: April 10, 2017

RE: Marshall Habilitation Center- SimplexGrinnell CC170742001

The Division of Facilities Management, Design and Construction request to amend Contract CC170742001 with SimplexGrinnell to remove the Marshall Habilitation Center located at 700 East Slater Street in Marshall, Missouri due to the sale of the property. Pursuant to Paragraph 3.2.4 which states, "*The contractor shall understand and agree that due to renovation and other circumstances that may arise; the state agency reserves the right to add or remove any of the state agency locations identified on the Pricing Page. Such addition or deletion of location shall be accomplished by a formal contract amendment conducted by the Division of Purchasing on Behalf of the state agency. The state agency shall provide the contractor with a fifteen (15) calendar day written notice if/when a location shall be removed or added*". Since the property is being sold, the services provided by contract CC170742001 will no longer be needed effective May 1, 2017.

Further, 1 CSR 40-1.050 (8) states, "*Contracts awarded as the result of a competitive solicitation may be amended when such an amendment is in the best interest of the state and does not significantly alter the original intent or scope of the contract.*" Since the intent of the contract does not change with the amendment, I am requesting an amendment to the contract.

Revised 08/17/15

1. Indicate Contract Amendment Type		Initial	Date
RENEWAL: PERIOD OF _____ TOTAL _____ _____ Renewal - % Increase _____ Cost Savings _____ Renewal - \$ Increase _____ Cost Savings _____ Renewal - W/O Increase _____ SFS Renewal - Prices In Original Contract _____ SFS Renewal - Prices Not in Original Contract		Performance Security Deposit: \$ _____	
		Surety Bond: \$ _____	
		Annual Wage Order Number: _____	
		Annual Wage Order Date: _____	
		County(ies): _____	
EXTENSION PERIOD: _____ _____ Extension - 30-Day _____ Termination _____ Extension - \$ Increase _____ Cost Savings _____ Extension - W/O Increase _____ Assignment _____ Cancellation/Termination ✓ Other Amendment <i>Cancel Lines 3 & 4 (Location not needed)</i>		Other Instructions: _____	
Tasks	Route	Initial	Date
2. Preliminary Tasks/Verifications			
A. Section 34.040.6, RSMo	Buyer/Section Support	KC	4-12-17
B. Purchasing Suspension List	Buyer/Section Support	KC	4-12-17
C. Federal Suspension - SAM.GOV	Buyer/Section Support	KC	4-12-17
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	KC	4-12-17
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	X	X
F. SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	X	X
3. Prepare Contract Amendment	Buyer/Section Support	KC	4-12-17
4. Review/Approve Contract Amendment (If Signature Required)	Buyer	KC	4-12-17
Initial Date: _____ Supervisor: <u>TJS</u> Section Manager: <u>601</u> Ass: _____ Director: <u>X</u>			
5. E-Mail/Fax Contract Amendment (If Signature Required)	Buyer/Section Support	JW	4/13
Contractor E-Mail Address/Fax Number	<u>Daferry@simplexgrinnell.com</u>		
State Agency Contact E-Mail Address	<u>Becky Brinkley</u>		
Section 34.040.6, RSMo, Letter	Follow-Up Notes: <u>2nd Notice Sent 4/24/17</u>		
6. Review Contract Amendment Response - Verifications			
A. Renewal/Extension Pricing	Buyer/Section Support		
B. Section 34.040.6, RSMo	Buyer/Section Support		
C. Performance Security Deposit/Surety Bond	Buyer/Section Support		
D. Renewal/Extension with Cost Savings Language	Buyer		
E. Statewide Notice	Buyer		
F. SFS Authorized Limit \$	Buyer		
G. Contract Assignment Only Verifications - Complete unless completed in Step 2 above			
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
2. Assignment and Consent Form	Buyer/Section Support		
3. Purchasing Suspension List	Buyer/Section Support		
4. Federal Suspension - SAM.GOV	Buyer/Section Support		
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
7. Prepare Contract Amendment Award Document/Statewide Notice	Buyer/Section Support	KC	5-5-17
8. Review/Approve Contract Amendment Award Document	Buyer	KC	5-5-17
Initial Date: _____ Supervisor: <u>TJS</u> Section Manager: _____ Ass: _____ Director: _____			
9. Process Contract Amendment	Buyer/Section Support	JW	5/1
AM 300 PMM <u>00075361</u>	Buyer/Section Support	JW	5/1
Distribute E-Verify & SDV Documents	Buyer/Section Support	X	X
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	JW	5/1
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support	X	X
10. Log Participation Commitment Information	Central Support-Participation		
11. Image Contract Amendment Packet	Central Support-Imaging	JW	5-23

Missouri Buys Updated JW 5/11



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>

CONTRACT NUMBER CC170742001	CONTRACT TITLE Fire Alarm System Testing, Inspection and Maintenance
AMENDMENT NUMBER N/A	CONTRACT PERIOD March 23, 2017 through March 22, 2018
REQUISITION/REQUEST NUMBER NR 300 22007000057	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 5826088610 4 / MB00108488
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 11360 Lackland Road St. Louis, MO 63146	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design and Construction Various Locations Throughout the State of Missouri Department of Corrections Various Locations Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CC170742001 for use by the Office of Administration, Division of Facilities Management, Design and Construction and the Department of Corrections for Fire Alarm System Testing, Inspection and Maintenance, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Office of Administration, Division of Facilities Management, Design and Construction and the Department of Corrections and SimplexGrinnell LP shall reference the State of Missouri contract number.	
BUYER Kristina Cramer	BUYER CONTACT INFORMATION Email: kristina.cramer@oa.mo.gov Phone: (573) 751- 1695 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Kristina Cramer</i>	DATE March 15, 2017
DIRECTOR OF PURCHASING <i>Karen S. Boeger</i> Karen S. Boeger	



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

SFS NO.: SFSC30034901700742
TITLE: FIRE ALARM SYSTEM TESTING, INSPECTION AND
MAINTENANCE
ISSUE DATE: 2/23/17

REQ NO.: NR 300 22007000057
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

TO: SIMPLEXGRINNELL LP
11360 LACKLAND ROAD
ST. LOUIS, MO 63146

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

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

CONTRACT PERIOD: MARCH 23, 2017 THROUGH MARCH 22, 2018

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

OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

DEPARTMENT OF CORRECTIONS
VARIOUS LOCATIONS THROUGHOUT THE STATE OF MISSOURI

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 <i>Simplex Grinnell LLC</i>		MissouriBUYs SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
MAILING ADDRESS <i>11360 Lackland</i>			
CITY, STATE, ZIP CODE <i>St Louis MO 63146</i>			
CONTACT PERSON <i>Dave Perry</i>		EMAIL ADDRESS <i>DavePerry@Simplexgrinnell.com</i>	
PHONE NUMBER <i>417-848-9021</i>		FAX NUMBER <i>314-739-3755</i>	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE <i>[Signature]</i>		DATE <i>3-8-17</i>	
PRINTED NAME <i>David Perry</i>		TITLE <i>Service Manager</i>	

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 SimplexGrinnell as a single feasible source for fire alarm system testing, inspection, and maintenance, for all state agency locations identified herein, which are managed by the Office of Administration, Division of Facilities Management, Design and Construction and the Department of Corrections. The requirements have been posted in accordance with 34.044 RSMo.

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

- 2.1.1 A binding contract shall consist of: (1) the Single Feasible Source (SFS) document, and any amendments thereto, (2) the contractor's response, (3) clarification of the response, if any, and (4) the Division of Purchasing's acceptance of the response by "notice of award" or by "purchase order". All Exhibits and Attachments included in the SFS shall be incorporated into the contract by reference.
- 2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

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

2.3 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

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

2.4 Prices and Discount:

- 2.4.1 All prices and percentage discount shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.4.2 All prices and percentage discount shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced herein, or as otherwise specifically stated and allowed by the SFS.
- 2.4.3 The prices for line items 1 through 32 on the Pricing Page shall be considered firm and fixed for the contract period.
- 2.4.4 Firm, Fixed Percentage Discount: The firm, fixed percentage discount quoted for line item 33 on the Pricing Page shall apply to the current manufacturer's list price for parts and supplies. The contractor shall understand and agree that the purpose of the discount is for the purchase of parts and supplies for the fire alarm systems.
- a. The contractor shall understand and agree that the manufacturer's list price may change during the contract period, although such pricing shall not change with a frequency greater than every six (6) months. In the case that more than one price is listed for the same item, the quoted firm, fixed percentage discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.
 - b. The contractor shall furnish the manufacturer's current list price (with products clearly identified) to the state agency upon request. The list price shall also be provided to the state agency as the list price changes and/or pricing is updated.
 - c. The contractor shall understand and agree that the firm, fixed percentage discount shall remain the same throughout the duration of the contract.

2.5 Payment Terms:

- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must 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.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 2, "Invoicing and Payment") unless otherwise addressed herein, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated herein. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

2.6 Insurance:

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

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

2.7 Contractor Liability:

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

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

2.7.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.8 Coordination:

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

2.9 Replacement of Damaged Product:

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

2.10 Substitutions:

2.10.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.

- 2.10.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 2.10.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.
- 2.10.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.
- 2.10.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.11 Business Compliance:

- 2.11.1 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)
- 2.11.2 The contractor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

2.12 Delivery Performance:

- 2.12.1 The contractor and/or the contractor's subcontractor(s) shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized purchase order or P-card transaction notice. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency. All orders must be shipped F.O.B. Destination, Freight Prepaid and Allowed. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

2.13 Compliance with Terms and Conditions:

- 2.13.1 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.
- 2.13.2 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.

- 2.13.3 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.

2.14 Invoicing:

- 2.14.1 The contractor shall submit a monthly invoice itemizing services provided as well as the specific purchase order (PO) number. Services must be rendered or goods must be received before payment can be made.

- a. Invoices for the Department of Corrections must be submitted to the following address:

Missouri Department of Corrections
Accounts Payable
Fiscal Management Unit
P.O. Box 236
Jefferson City, MO 65102

- b. Invoices for all other facilities must be submitted to the following address:

Office of Administration
Division of Facilities Management, Design and Construction
P.O. Box 809
301 West High Street, HST 730
Jefferson City, MO 65102

2.15 Federal Funds Requirement:

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

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

2.16 Debarment Certification:

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

2.17 Contractor's Personnel:

- 2.17.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 2.17.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 2.17.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.17.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.17.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.18 Affidavit of Work Authorization and Documentation:

- 2.18.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

2.19 Termination:

- 2.19.1 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.

2.20 Confidentiality and Security Documents:

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

2.21 Report Requirement:

- 2.21.1 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.

2.22 Independent Contractor:

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

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

- 2.23.1 The Missouri Department of Corrections requires that all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.23.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.23.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state 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.

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

2.24 Business Associate Provisions Specific to Service Provided to a Missouri Department of Mental Health Facility:

2.24.1 If the fire alarm system maintenance, service, and code conformance inspection and testing program are provided in a Missouri Department of Mental Health facility, then the following provisions shall additionally apply:

2.24.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA) – The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:

- 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and B.
- 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.

- 6) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
 - 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
 - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

2.24.3 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

2.24.4 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- h. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- i. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep

and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

2.24.5 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.

3. PERFORMANCE REQUIREMENTS

3.1 General Performance Requirements:

- 3.1.1 The contractor must perform fire alarm testing, inspection, and maintenance and repair service as defined herein.
- 3.1.2 The contractor shall notify the state agency two (2) days prior of any service to be performed to coordinate equipment downtime as may be required.
- 3.1.3 Upon arrival and departure from the premises, the contractor's technician shall report to the state agency's contract representative or designee.
- 3.1.4 The contractor shall provide the state agency information on the labor hours expended, and parts which were repaired or replaced.
- 3.1.5 If, in the course of trouble shooting a fire alarm system failure or problem, it is determined that the problem is not covered by contract performance requirements, the contractor shall advise the state agency of the problem. Any labor already performed shall be at no additional cost to the state agency.

3.2 Fire Alarm System Testing and Inspection Requirements:

- 3.2.1 The contractor must perform professional fire alarm system inspections for all state agency facilities listed on the Pricing Page and identified in paragraph 3.2.3 (a-t) herein.
- 3.2.2 For the identified locations listed on the Pricing Page, the contractor shall perform semi-annual and annual system testing and inspections of the fire alarm panels, manual pulls, smoke/heat detectors, horns/strobes and any other building fire alarm system components per NFPA 72's requirements to include a log and report of the results for the Department of Elementary and Secondary Education (DESE) and the Department of Mental Health (DMH).
- 3.2.3 In addition to performing semi-annual and annual inspections for the facilities listed on the Pricing Page, the contractor shall also provide system testing and inspection on an as needed basis for the following facilities that generally perform their own system inspections and do not otherwise require semi-annual and annual inspections. Services performed on an as needed basis shall be invoiced on a time and materials basis in accordance with pricing quoted for line items 30 through 33 on the Pricing Page.

- a. Broadway State Office Building – 221 West High Street, Jefferson City
- b. ESP/DEQ Lab – 2710 West Main Street, Jefferson City
- c. Howerton State Office Building – 615 Howerton Court, Jefferson City
- d. Roberts State Office Building – 1706 East Elm, Jefferson City
- e. James C. Kirkpatrick State Information Building – 600 West Main, Jefferson City
- f. Environmental Control Center – 308 West Main Street, Jefferson City
- g. Governor's Mansion – 100 Madison Street, Jefferson City
- h. Department of Labor and Industrial Relations Building – 1410 Genessee, Kansas City
- i. Penney State Office Building – 101 Park Central Square, Springfield
- j. Department of Labor and Industrial Relations Building – 505 East Walnut, Springfield
- k. Landers State Office Building – 149 Park Central Square, Springfield
- l. South Central Correctional Center, 255 Highway 32 West, Licking
- m. Fulton Reception Diagnostic Correctional Center – 1393 Route O, Fulton
- n. Boonville Correctional Center – 1216 East Morgan, Boonville
- o. Algoa Correctional Center – 8501 No More Victims Road, Jefferson City
- p. Tipton Correctional Center – 619 North Osage Ave, Tipton
- q. Chillicothe Correctional Center – 3151 Litton Road, Chillicothe
- r. Western Reception Diagnostic Correctional Center – 3401 Faraon Street, St. Joseph
- s. Farmington Correctional Center – 1012 West Columbia Street, Farmington
- t. Potosi Correctional Center – 11593 State Highway O, Mineral Point

3.2.4 The contractor shall understand and agree that due to renovation and other circumstances that may arise, the state agency reserves the right to add or remove any of the state agency locations identified on the Pricing Page. Such addition or deletion of location shall be accomplished by a formal contract amendment conducted by the Division of Purchasing on behalf of the state agency. The state agency shall provide the contractor with a fifteen (15) calendar day written notice if/when a location shall be removed or added.

3.2.5 All performance under the contract must conform to the highest standard of good trade practices in the industry, and all service under the contract shall be rendered promptly and efficiently.

3.3 Applicable Standards of Maintenance, Testing and Inspections:

3.3.1 In general, the contractor shall perform all necessary maintenance, testing and inspection tasks so that all completed maintenance the contractor performs under the contract shall be in accordance with the NFPA 72, National Fire Alarm Code (most current edition, e.g., 2016), and other applicable federal, state, and local codes, laws and regulations.

3.3.2 Specifically, the contractor shall perform all testing and inspections of the complete fire alarm system located at each facility to ensure compliance with all of the applicable standards listed below:

- a. NFPA 101 Life Safety Code;
- b. NFPA 25, Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems;
- c. NFPA 17, Standard for Dry Chemical Extinguishing Systems;
- d. NFPA 17A, Standard for Wet Chemical Extinguishing Systems;
- b. Joint Commission on Accreditation for Healthcare Organizations;
- c. Underwriters Laboratory (UL);
- d. Fire Protection Equipment Directory;
- e. State of Missouri Statutes;
- f. Department of Mental Health regulations and state agency policies; and
- g. Applicable local fire regulations.

3.3.3 In addition, all contract work shall be in accordance with the manufacturer's performance recommendations for equipment testing, inspection, and maintenance.

3.4 Inspection and Testing Requirements:

- 3.4.1 Inspection and testing shall be conducted by factory trained technicians, as scheduled and coordinated with the state agency contact representative.
- 3.4.2 Peripheral Devices: All peripheral devices shall be tested by the contractor. The contractor shall verify that each device tested is reporting the proper zone in which it is located at the local panel. Peripheral devices shall include but shall not necessarily be limited to the following:
- a. Smoke detectors
 - b. Xenon strobes
 - c. Heat detectors
 - d. Duct detectors
 - e. Horns or fire bells
 - f. Water flow and tamper devices
 - g. Manual pull stations
 - h. Sound or evacuation speakers
- 3.4.3 Fire Alarm Panels: Building fire alarm panels shall be tested and inspected by the contractor. Each monitor point shall be tested to verify proper reporting at the central processing unit (CPU). Each remote unit shall be tested for communication with the CPU. All auxiliary control circuits for fan shut down and smoke barrier door release shall be tested for proper operation. The voltage of power supplies shall be read and recorded.
- 3.4.4 CPU Testing: CPUs shall be tested and inspected by the contractor. Each function of the CPU shall be tested. Each monitor point shall be individually checked. All control points shall be individually tested along with the systems trouble function. Equipment and systems such as pre-action sprinklers and AFFF fire suppressions systems that are activated by control points shall be disabled or bypassed as necessary to prevent accidental system activation. The system shall be placed in diagnostics for the purpose of detecting and polling errors, if applicable.
- 3.4.5 System Software Updates: The contractor shall provide system software upgrades at no additional charge to the state. Software for microprocessor-bases systems must be upgraded when required to maintain the requirements of the Authority Having Jurisdiction.
- 3.4.6 Batteries and Chargers: Battery chargers and batteries shall be inspected during annual testing. The physical conditions of the batteries and simplicity readings shall be recorded. Each battery charger shall be tested to assure the high and low functions are operational. All maintenance free batteries shall be load tested. All batteries shall be replaced every four (4) years of services at no additional cost to the state agency.
- 3.4.7 Fire and Smoke Dampers: All fire and smoke dampers must be operated at least every four (4) years (with fusible links removed where applicable) to verify that the fire and smoke dampers fully close.
- 3.4.8 Smoke Detection Shut-Down Devices: All automatic smoke-detection shutdown devices for air-handling equipment must be tested annually.
- 3.4.9 Fire Doors: All horizontal, vertical sliding and rolling fire doors must be tested annually for proper operation and full closure.
- 3.5 **Cleaning and Testing of Smoke Detectors:**
- 3.5.1 The contractor shall ensure the state agency facility is in accordance with NFPA 72 by testing the smoke detector sensitivity by one of the following methods within the initial contract period and every other year thereafter for the duration of the contract.

- a. Calibrated test method
 - b. Manufacturer's calibrated sensitivity test instrument
 - c. Listed control equipment arranged for the purpose
 - d. Smoke detector/control unit arrangement whereby the detector causes a signal at the control unit when its sensitivity is outside its listed sensitivity range
 - e. Other calibrated sensitivity test method approved by the state agency
- 3.5.2 The contractor shall clean smoke detectors on an as needed basis as requested by the state agency or as the contractor deems necessary during the inspection and testing.
- 3.6 Testing/Inspection and Other Documentation Requirements:**
- 3.6.1 The contractor shall document the results of each test and inspection in a clear and concise manner. The documentation shall be by building location and shall include the following details at minimum:
 - a. A list of peripheral devices tested, the test results, and each device's location;
 - b. Observation as to the probable cause for any failures noted;
 - c. Specific listing of those manual stations which were actually "Pull Tested" and the zone in which the device is located;
 - d. The complete inspection/test report for each inspection shall be delivered to the state agency no longer than ten (10) calendar days after inspection is completed.
- 3.6.2 Upon completion of all services performed under the contract, the contractor's technician shall provide the state agency's contract representative or designee with a service document describing the service and/or action taken by the contractor's technician. The contractor's technician must obtain the signature of the state agency's contract representative or designee certifying the satisfactory completion of the services completed. Payment may be withheld on any unit if service is not performed and/or certification is not submitted as specified.
- 3.7 Maintenance and Repairs Requirements:**
- 3.7.1 In addition to performing semi-annual and annual fire alarm system tests and inspections, the contractor shall also perform fire alarm system maintenance and repair as needed and requested/authorized by the state agency.
- 3.7.2 The contractor shall provide all necessary parts, tools, and equipment to maintain the fire alarm systems in a state of constant readiness.
- 3.7.3 Components for Life Safety Systems shall be available same-day from a national parts warehouse.
- 3.7.4 The contractor shall provide local and national technical engineering support.
- 3.7.5 All maintenance and repair shall be accomplished in a neat and orderly manner, which specifically shall include the replacement of all panel covers and removal of debris resulting from service, prior to the contractor's technicians leaving the complex.
- 3.7.6 The contractor shall agree and understand that no replacement parts of the fire alarm system may be installed during the system inspection and testing without prior written authorization by the state agency. Smoke detectors and system parts/components which do not perform as required in testing, as a result of normal wear and tear, shall be replaced; the state shall purchase smoke detectors and system parts/components on an as needed, if needed basis at the contractor's current list price minus the applicable discount quoted in the contract (see line item 33).

3.8 Technicians Requirements:

- 3.8.1 Only licensed technicians shall perform or oversee the performance of services under the contract.
- 3.8.2 The contractor shall understand and agree that only technicians and technician trainees who are under the direct on-sight supervision of the licensed technician shall be allowed to perform maintenance services under the contract.
- 3.8.3 The contractor shall represent and agree that all of the contractor's employees performing services under the contract have and shall retain all certifications and factory training necessary to perform in compliance with contract terms. The state agency reserves the right to documentation that substantiates the technicians' proof of employment, training and certification, identity, as well as the nature of the relationship with the contractor, e.g., subcontracted employee. The contractor shall understand and agree that failure to provide trained and certified personnel to perform testing, inspection and maintenance service under the contract shall be unacceptable. The contractor shall be responsible for correcting any deficiencies cited by the state agency regarding personnel assigned to perform under the contract.
- 3.8.4 The contractor's technicians shall have the ability to perform any and all CPU programming changes. The contractor shall check for and restore any lost programming due to power outages, power surges, or failure of any part of the main CPU or building fire alarm panels and systems.
- 3.8.5 The contractor shall be responsible for assuring that all service performed by service technicians performing contract services on or around property is performed in a safe, courteous and professional manner.

3.9 State Agency Inspection of Contractor's Performance

- 3.9.1 All work performed under the contract is subject to inspection by the state agency or a specialist designated by the state agency at any time, to ensure compliance with all terms and conditions of this contract.
- 3.9.2 The state agency reserves the right to make any test deemed advisable to ascertain that the requirements of the contract are being fulfilled. In the event the fire alarm system is not being satisfactorily maintained, the state agency will immediately direct the contractor to comply with the requirements of the contract. The contractor must remedy the deficiency within two (2) calendar days of when the state agency notifies the contractor.
- 3.9.3 Throughout the life of the contract, the state agency will conduct an inspection to determine whether the contractor has complied with contract requirements.

3.10 Emergency Services:

- 3.10.1 The contractor shall perform emergency service on an as needed basis upon the state agency's request. Emergency service shall be defined as a situation where equipment malfunction has disabled any component of the fire alarm panel and or/signaling devices.
- 3.10.2 The contractor shall provide to the state agency, a 24-hour a day emergency service number. The state agency shall provide to the contractor an emergency contact telephone number of a state agency maintenance supervisor.
- 3.10.3 The contractor shall respond to emergency requests on a 24-hour a day basis, within forty-five (45) minutes of notification from the state agency's contract representative or designee via physical presence or by telephone.

- 3.10.4 The contractor's technician shall be on the job site with necessary labor and sufficient material within (4) hours of notification by the state agency's contract representative or designee.
- 3.10.5 The state agency agrees that in the event of any emergency or system failure, the state agency will take reasonable safety precautions to protect life and property during the emergency or system failure until such time that the contractor notifies the state agency that the system is operational and/or the emergency has cleared.
- 3.11 Security Clearance:**
- 3.11.1 The contractor and the contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract at any Department of Corrections, Department of Mental Health, and Office of Administration, Division of Facilities Management, Design and Construction building.
- 3.11.2 By no later than fifteen (15) calendar days after notification of award, the contractor shall provide the following:
- a. For the contractor's personnel assigned to provide services at any Department of Corrections or Department of Mental Health building, the contractor must submit a list of names, social security numbers, and dates of birth of the contractor's personnel to the Department of Corrections or Department of Mental Health.
 - b. For the contractor's personnel assigned to provide services at any Office of Administration, Division of Facilities Management, Design and Construction building, the contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction.
- 3.11.3 For each new person assigned to provide services, the contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
- 3.11.4 The state agency shall have the right to deny any of the contractor's personnel access to any building for any reason.

PRICING PAGE

The contractor shall quote firm, fixed pricing for line items 1 through 29 for performing semi-annual and annual testing and inspection services of fire alarm systems. The contractor shall quote a firm, fixed hourly rate for the service levels indicated for line items 30 through 32. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed and shall be considered firm and fixed for the duration of the contract period.

Note About Renewal Options:

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

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

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

UNSPSC Code: 72101509

Fire Protection System and Equipment Maintenance or Repair Service

Line Item	Item Description	Est Qty.	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
1	Semi-annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	1	\$1861. ⁰⁰ /TOTL	\$1861. ⁰⁰ /TOTL	\$1861. ⁰⁰ /TOTL
2	Annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	1	\$22,596. ⁰⁰ /TOTL	\$22,596. ⁰⁰ /TOTL	\$22,596. ⁰⁰ /TOTL
3	Semi-annual fire alarm system Marshall Habilitation Center Located in Marshall, MO	1	\$3162. ⁰⁰ /TOTL	\$3162. ⁰⁰ /TOTL	\$3162. ⁰⁰ /TOTL
4	Annual fire alarm system Marshall Habilitation Center Located in Marshall, MO	1	\$25,088. ⁰⁰ /TOTL	\$25,088. ⁰⁰ /TOTL	\$25,088. ⁰⁰ /TOTL
5	Semi-annual fire alarm system Southeast Missouri Mental Health Center Located in Farmington, MO	1	\$970. ⁰⁰ /TOTL	\$970. ⁰⁰ /TOTL	\$970. ⁰⁰ /TOTL
6	Annual fire alarm system Southeast Missouri Mental Health Center Located in Farmington, MO	1	\$11,510. ⁰⁰ /TOTL	\$11,510. ⁰⁰ /TOTL	\$11,510. ⁰⁰ /TOTL

Line Item	Item Description	Est Qty.	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
7	Semi-annual fire alarm system Missouri Sex Offenders Treatment Center Located in Farmington, MO	1	\$ 897. ⁰⁰ /TOTL	\$ 897. ⁰⁰ /TOTL	\$ 897. ⁰⁰ /TOTL
8	Annual fire alarm system Missouri Sex Offenders Treatment Center Located in Farmington, MO	1	\$ 4894. ⁰⁰ /TOTL	\$ 4894. ⁰⁰ /TOTL	\$ 4894. ⁰⁰ /TOTL
9	Semi-annual fire alarm system St. Charles Habilitation Center Located in St. Charles, MO	1	\$ 1413. ⁰⁰ /TOTL	\$ 1413. ⁰⁰ /TOTL	\$ 1413. ⁰⁰ /TOTL
10	Annual fire alarm system St. Charles Habilitation Center Located in St. Charles, MO	1	\$ 7866. ⁰⁰ /TOTL	\$ 7866. ⁰⁰ /TOTL	\$ 7866. ⁰⁰ /TOTL
11	Semi-annual fire alarm system South County Habilitation Center Located in St. Louis, MO	1	\$ 696. ⁰⁰ /TOTL	\$ 696. ⁰⁰ /TOTL	\$ 696. ⁰⁰ /TOTL
12	Annual fire alarm system South County Habilitation Center Located in St. Louis, MO	1	\$ 8084. ⁰⁰ /TOTL	\$ 8084. ⁰⁰ /TOTL	\$ 8084. ⁰⁰ /TOTL
13	Semi-annual fire alarm system Kirkville Regional Center Located in Kirkville, MO	1	\$ 59. ⁰⁰ /TOTL	\$ 59. ⁰⁰ /TOTL	\$ 59. ⁰⁰ /TOTL
14	Annual fire alarm system Kirkville Regional Center Located in Kirkville, MO	1	\$ 992. ⁰⁰ /TOTL	\$ 992. ⁰⁰ /TOTL	\$ 992. ⁰⁰ /TOTL
15	Semi-annual fire alarm system Springfield Regional Center Located in Springfield, MO	1	\$ 500. ⁰⁰ /TOTL	\$ 500. ⁰⁰ /TOTL	\$ 500. ⁰⁰ /TOTL
16	Annual fire alarm system Springfield Regional Center Located in Springfield, MO	1	\$ 1292. ⁰⁰ /TOTL	\$ 1292. ⁰⁰ /TOTL	\$ 1292. ⁰⁰ /TOTL
17	Semi-annual fire alarm system Delmar Cobble State School Located in Columbia, MO	1	\$ 59. ⁰⁰ /TOTL	\$ 59. ⁰⁰ /TOTL	\$ 59. ⁰⁰ /TOTL
18	Annual fire alarm system Delmar Cobble State School Located in Columbia, MO	1	\$ 318. ⁰⁰ /TOTL	\$ 318. ⁰⁰ /TOTL	\$ 318. ⁰⁰ /TOTL

Line Item	Item Description	Est Qty.	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
19	Semi-annual fire alarm system E.W. Thompson State School Located in Sedalia, MO	1	\$ <u>59.</u> ⁰⁰ /TOTL	\$ <u>59.</u> ⁰⁰ /TOTL	\$ <u>59.</u> ⁰⁰ /TOTL
20	Annual fire alarm system E.W. Thompson State School Located in Sedalia, MO	1	\$ <u>731.</u> ⁰⁰ /TOTL	\$ <u>731.</u> ⁰⁰ /TOTL	\$ <u>731.</u> ⁰⁰ /TOTL
21	Semi-annual fire alarm system Rolling Meadow State School Located in Higginsville, MO	1	\$ <u>274.</u> ⁰⁰ /TOTL	\$ <u>274.</u> ⁰⁰ /TOTL	\$ <u>274.</u> ⁰⁰ /TOTL
22	Annual fire alarm system Rolling Meadow State School Located in Higginsville, MO	1	\$ <u>1173.</u> ⁰⁰ /TOTL	\$ <u>1173.</u> ⁰⁰ /TOTL	\$ <u>1173.</u> ⁰⁰ /TOTL
23	Semi-annual fire alarm system Oakview State School Located in Monett, MO	1	\$ <u>374.</u> ⁰⁰ /TOTL	\$ <u>374.</u> ⁰⁰ /TOTL	\$ <u>374.</u> ⁰⁰ /TOTL
24	Annual fire alarm system Oakview State School Located in Monett, MO	1	\$ <u>613.</u> ⁰⁰ /TOTL	\$ <u>613.</u> ⁰⁰ /TOTL	\$ <u>613.</u> ⁰⁰ /TOTL
25	Semi-annual fire alarm system Cedar Ridge State School Located in Nevada, MO	1	\$ <u>374.</u> ⁰⁰ /TOTL	\$ <u>374.</u> ⁰⁰ /TOTL	\$ <u>374.</u> ⁰⁰ /TOTL
26	Annual fire alarm system Cedar Ridge State School Located in Nevada, MO	1	\$ <u>846.</u> ⁰⁰ /TOTL	\$ <u>846.</u> ⁰⁰ /TOTL	\$ <u>846.</u> ⁰⁰ /TOTL
27	Annual fire alarm system Wainwright State Office Building Located at 111 N. 7 th St., St. Louis, MO	1	\$ <u>552.</u> ⁰⁰ /TOTL	\$ <u>552.</u> ⁰⁰ /TOTL	\$ <u>552.</u> ⁰⁰ /TOTL
28	Annual fire alarm system Millcreek State Office Building Located at 220 S. Jefferson St., St. Louis, MO	1	\$ <u>757.</u> ⁰⁰ /TOTL	\$ <u>757.</u> ⁰⁰ /TOTL	\$ <u>757.</u> ⁰⁰ /TOTL
29	Annual fire alarm system Central Service Center Located at 9900 Page, St. Louis, MO	1	\$ <u>2507.</u> ⁰⁰ /TOTL	\$ <u>2507.</u> ⁰⁰ /TOTL	\$ <u>2507.</u> ⁰⁰ /TOTL
30	Firm, Fixed Price per Hour for Labor Normal Business Hours Mondays - Fridays, 8AM - 5PM	1	\$ <u>164.</u> ⁰⁰ /HR	\$ <u>164.</u> ⁰⁰ /HR	\$ <u>164.</u> ⁰⁰ /HR

Line Item	Item Description	Est Qty.	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
31	Firm, Fixed Price per Hour for Labor After Business Hours Mondays – Fridays	1	\$ <u>246.00</u> /HR	\$ <u>246.00</u> /HR	\$ <u>246.00</u> /HR
32	Firm, Fixed Price per Hour for Labor Weekends	1	\$ <u>246.00</u> /HR	\$ <u>246.00</u> /HR	\$ <u>246.00</u> /HR

In addition to the above, the contractor shall provide a firm, fixed percentage discount off the manufacturer's price list for line item 33 for all parts and supplies. All pricing shall be quoted FOB Destination, Freight Prepaid and Allowed and shall be considered firm and fixed for the duration of the contract.

Line Item	Item Description	Est Qty.	Percentage Discount
33	Firm, Fixed Percentage Discount Off Current Manufacturer's List Price for Parts and Supplies	1	<u>15</u> %

Delivery:

The desired delivery is thirty (30) 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: _____ calendar days ARO.

Warranty:

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

Warranty on Parts: one year

Warranty on Labor: one year

EXHIBIT AADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS

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

(SIGNATURE REQUIRED)

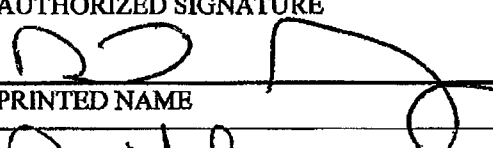
AUTHORIZED SIGNATURE 	DATE 3-8-17
PRINTED NAME David Perry	TITLE Service Manager
CONTRACTOR'S COMPANY NAME	

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Simplex Glinnell
Company Name

09-473-8007
DUNS #

David Perry
Authorized Representative's Printed Name

Servin Maninger
Authorized Representative's Title

[Signature]
Authorized Representative's Signature

3-8-17
Date

Instructions for Certification

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

EXHIBIT C**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:**

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A -- CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under SFSC30034901700742 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ state agency with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT C, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



Company ID Number: 51396
Client Company ID Number: 499788

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer SimplexGrinnell LP

Jana Smith
Name (Please Type or Print)

Signature

VP Human Resources
Title

2/3/12
Date

E-Verify Employer Agent Accurate Background, Inc.

Mark OBrien

Name (Please Type or Print)

Electronically Signed

Signature

Title

02/03/2012

Date

Department of Homeland Security - Verification Division

Name (Please Type or Print)

Title

Signature

Date

Information Required For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

EXHIBIT C, continuedAFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Simplex Grinnell TASSIE WOOD (Name of Business Entity Authorized Representative) as Business Support Champion (Position/Title) first being duly sworn on my oath, affirm Simplex Grinnell (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Simplex Grinnell (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Tassie L. Wood Tassie L. Wood
Authorized Representative's Signature Printed Name

Business Support Champion 3/8/17
Title Date

tawood@simplexgrinnell.com 51396
E-Mail Address E-Verify Company ID Number

Subscribed and sworn to before me this 8th of March. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of St. Louis, State of
(NAME OF COUNTY)
Missouri, and my commission expires on 4/15/19.
(NAME OF STATE) (DATE)

Jeannette Thompson 3-8-17
Signature of Notary Date

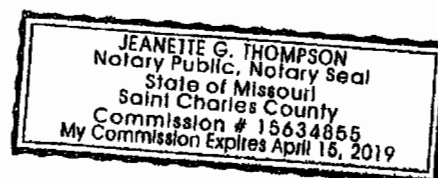


EXHIBIT C, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:
(if known) _____

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

**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.