
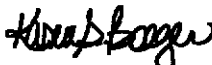




NOTICE OF AWARD

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

CONTRACT NUMBER CC180808001	CONTRACT TITLE Fire Alarm System Maintenance and Repair
AMENDMENT NUMBER N/A	CONTRACT PERIOD February 7, 2018 through February 6, 2019
REQUISITION/REQUEST NUMBER NR 300 22008000013	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 1327624880 D / MB00103394
CONTRACTOR NAME AND ADDRESS Siemens Building Technologies, Inc. 8066 Flint Street Lenexa, KS 66214	STATE AGENCY'S NAME AND ADDRESS Various State Agency 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 CC180808001 for use by various state agency locations throughout the State of Missouri for Fire Alarm System Maintenance and Repair, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the various state agency locations throughout the State of Missouri and Siemens Building Technologies, Inc. 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 	DATE February 5, 2018
DIRECTOR OF PURCHASING  Karen S. Boeger	



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

SFS NO.: SFSC30034901800808
TITLE: FIRE ALARM SYSTEM MAINTENANCE AND REPAIR
ISSUE DATE: 12/28/17

REQ NO.: NR 300 22008000013
BUYER: KRISTINA CRAMER
PHONE NO.: (573) 751-1695
E-MAIL: kristina.cramer@oa.mo.gov

TO: SIEMENS BUILDING TECHNOLOGIES, INC.
8066 FLINT STREET
LENEXA, KS 66214

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: DATE OF AWARD THROUGH ONE (1) YEAR

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

VARIOUS STATE AGENCY 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		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Siemens Industry, Inc		Fire Alarm System Maintenance & Repair	
MAILING ADDRESS			
8066 Flint St.			
CITY, STATE, ZIP CODE			
Lenexa, KS 66214			
CONTACT PERSON		EMAIL ADDRESS	
Jasmine DeMatteo		Jasmine.DeMatteo@Siemens.com	
PHONE NUMBER		FAX NUMBER	
847-493-7727		866-743-0784	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
 Franklin James DN: cn=Franklin James, o=Siemens, email=jim.franklin@siemens.com Date: 2018.01.17 13:04:51 -0500		1/17/2018	
PRINTED NAME		TITLE	
Jim Franklin		Service Manager	

1. INTRODUCTION:**1.1 Purpose:**

- 1.1.1 This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a single feasible source (SFS) contract on behalf of the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as "FMDC" or "agency") for Siemens and Apogee Insight fire alarm system maintenance, service, repairs, and code conformance inspection and testing on a time and materials basis in accordance with the requirements, provisions, and pricing specified herein.
- 1.1.2 The contract shall serve the purpose of establishing the maximum pricing and the minimum requirements, terms and conditions that shall govern subsequent purchase transactions made by the agency under the contract.

1.2 Single Feasible Source Authority:

- 1.2.1 Pursuant to section 34.044, RSMo, allowing Single Feasible Source, the State of Missouri desires to establish a contract with the vendor to acquire the above referenced products/services pursuant to the pricing and requirements, terms and conditions included herein.

1.3 General Instructions and Requirements:

- 1.3.1 The contractor must complete and sign the first page of this document, thereby agreeing to provide the referenced services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown in paragraph 3.7.3.

2. GENERAL CONTRACTUAL REQUIREMENTS:**2.1 Contract Period:**

- 2.1.1 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.

2.2 Renewal Periods:

- 2.2.1 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, pursuant to the applicable renewal pricing defined herein. 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 the renewal period, pursuant to applicable option clauses of this document.
- 2.2.2 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.
- 2.2.3 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.2.4 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.

2.3 Contract Prices and Percentage Discounts:

- 2.3.1 All prices 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.
- 2.3.2 All prices and percentage discounts 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.
- 2.3.3 The contractor shall understand and agree that the firm, fixed percentage discounts shall remain the same throughout the duration of the contract.
- 2.3.4 The contractor shall understand and agree that the price list/catalog pricing or trade pricing may change during the contract period and each renewal period, although such pricing shall not change with a frequency greater than every twelve (12) months.
- 2.3.5 In the event that a price list/catalog lists more than one price for the same item, the applicable 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.

2.4 Contractor Liability:

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 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.

2.5 Termination:

- 2.5.1 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.

2.6 Independent Contractor:

- 2.6.1 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.

2.7 Property of State:

- 2.7.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

2.8 Confidentiality and Security Documents:

- 2.8.1 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.

2.9 Outside United States:

- 2.9.1 If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <u> X </u>	No <u> </u>
Describe and provide details: Some Fire Parts are made outside of the US		

2.10 Federal Funds Requirement:

- 2.10.1 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.

- 2.10.2 Also, the contractor must respond to **Exhibit A**, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

2.11 Affidavit of Work Authorization and Documentation:

- 2.11.1 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 B**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit B** must be submitted prior to an award of a contract.

2.12 Contractor's Personnel:

- 2.12.1 The contractor shall only utilize 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.
- 2.12.2 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.
- 2.12.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.12.4 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.
- 2.12.5 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.

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

- 2.13.1 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.

- 2.13.2 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.
- 2.13.3 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.
- 2.13.4 The contractor and/or contractor's employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor and/or contractor's employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.

3. SCOPE OF WORK:

3.1 General Requirements:

- 3.1.1 The contractor must provide fire alarm system maintenance, service, repairs, and code conformance inspection and testing on a time and materials basis as further described below:
- a. On-going monthly maintenance fire alarm system maintenance, service, repairs, and code conformance inspection and testing on a time and materials basis for the following locations:
 - 1) Northwest Missouri Psychiatric Rehabilitation Center
3505 Frederick Avenue
St. Joseph, Missouri
Siemens MXL and MXL-IQ Network System
 - 2) Center for Behavioral Medicine
1000 East 24th Street
Kansas City, Missouri
Siemens MXL System
 - b. Semi-annual (i.e., two-times per year) preventative maintenance that provides testing and inspections of the fire alarm system suppression sub-system for the following location:
 - 1) Center for Behavioral Medicine
1000 East 24th Street
Kansas City, Missouri
Siemens MXL System

c. The contractor shall provide repair on a time and materials basis at the following locations:

- 1) Northwest Missouri Psychiatric Rehabilitation Center
3505 Frederick Avenue
St. Joseph, Missouri
Siemens MXL and MXL-IQ Network System
- 2) Center for Behavioral Medicine
1000 East 24th Street
Kansas City, Missouri
Siemens MXL System
- 3) Jefferson State Office Building
205 Jefferson Street
Jefferson City, Missouri
Siemens XLS System
- 4) Harry S Truman State Office Building
301 West High Street
Jefferson City, Missouri
Siemens XLS System
- 5) Eastern Reception, Diagnostic and Correctional Center
2727 Highway K
Bonne Terre, Missouri
Siemens MXL and MXL-IQ Network System
- 6) Kansas City Reentry Center
651 Mulberry Street
Kansas City, Missouri
Siemens MXL System
- 7) Supreme Court Building
207 West High Street
Jefferson City, Missouri
Siemens XLS System
- 8) Employment Security Building
421 East Dunklin Street
Jefferson City, Missouri
Siemens XLSV
- 9) Broadway Building
221 West High Street
Jefferson City, Missouri
Siemens XLSV
- 10) Department of Natural Resources Riverside Collection Facility
117 North Riverside Drive
Jefferson City, Missouri
Siemens XLS System
- 11) Chillicothe Correctional Center
3151 Litton Road
Chillicothe, Missouri
Siemens Firefinder XLS OD-BP System

- 3.1.2 The contractor shall provide all services to the sole satisfaction of the Division of Facilities Management, Design, and Construction in accordance with specific requirements stated herein.
- 3.1.3 Primary (i.e., non-emergency) services shall be performed five (5) days a week, Monday through Friday between 8:00 A.M. – 5:00 P.M.
- 3.1.4 In addition to primary services, the contractor shall respond to emergency requests for service within twelve (12) consecutive hours of the state agency's request except for services for the Department of Corrections and the Department of Mental Health.
 - a. The contractor shall notify Department of Corrections' facilities twenty-four (24) hours in advance before being on site for all service.
 - b. The contractor shall notify Department of Mental Health's facilities forty-eight (48) hours in advance before being on site for all service.
- 3.1.5 The contractor shall be responsible for all repair and preventive maintenance on the system for the Northwest Missouri Psychiatric Rehabilitation Center and the Western Missouri Mental Health Center (line items 1 and 2 respectively). Any costs for repair or preventive maintenance shall be included and built into the monthly maintenance price shown on the Pricing Page with the exceptions stated below in paragraph 3.1.6.
- 3.1.6 The only exceptions to paragraph 3.1.5 above where the state agency will pay the contractor on a time and materials basis for a state agency site that is otherwise under a semi-annual preventive maintenance program shall be limited to the following: repair work necessitated due to the state agency's direct damage to the system or system upgrades/additions requested and authorized by the state agency. Only under these exceptions shall the contractor provide and price other labor and/or parts on an "as needed, if needed" basis for a state facility otherwise covered under the preventative maintenance program. The cost for labor and parts for repair work done in these instances shall be as indicated on the pricing Page of the contract specific to that facility.
- 3.1.7 The contractor shall agree and understand that the state agency is not responsible for any costs associated with fire alarm system replacement parts when installed without the state agency's prior written consent.
- 3.1.8 The state agency reserves the right to observe and witness any and all fire alarm system inspection, testing, and repair service performed by the contractor.
- 3.1.9 The state agency shall have the authority to make spot inspections at any time to ensure contractor compliance with the standards and requirements specified in paragraph 3.2.2 herein.
- 3.1.10 The contractor must take precaution at all times for the protection of persons and property.
- 3.1.11 If applicable, the contractor shall ensure that all parts are factory replacements only, and proof of origin shall be presented upon state agency request. The contractor shall agree and understand that all parts repaired, replaced, or removed shall become property of the State of Missouri.
- 3.2 On-going Monthly Maintenance, Semi-Annual Preventative Maintenance and Time/Materials Coverage for Fire Alarm System Testing and Inspection:**
 - 3.2.1 All testing and inspections of the complete fire alarm system located in the facility must be performed by the contractor in accordance with Chapter 10 of the edition of current NFPA 72 standards with the exception of testing and/or inspections required on a daily, weekly, and/or monthly basis, which the state agency shall conduct.

- 3.2.2 In addition, testing and inspections of the complete fire alarm system located in the facility will ensure compliance with all of the applicable standards listed below:
- a. NFPA 101 Life Safety Code
 - 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
 - g. Applicable local fire regulations
- 3.2.3 The contractor shall provide the state agency with written reports of findings by fire alarm system device, including a listing of necessary corrective actions performed by the contractor in order to maintain compliance with all the above listed standards.
- 3.2.4 The contractor shall provide all equipment, labor, and supervision necessary for fire alarm system inspection and testing.
- 3.2.5 The contractor shall ensure that technicians who perform the inspection and testing are fully qualified/certified to perform the scope of work described in this document.
- 3.2.6 It will be the responsibility of the contractor to provide the testing equipment, peripherals, computer interface, software, or other technology required to conduct the inspections and testing of the associated system(s).
- 3.2.7 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.
- 3.2.8 Smoke detectors which do not perform as required in testing, as a result of normal wear and tear, shall be replaced by the contractor at no additional charge to the state agency.
- 3.2.9 System parts and components found defective, as a result of normal wear and tear, shall be replaced by the contractor at no additional charge to the state agency.
- 3.2.10 Microprocessor based systems must have the software upgraded by the contractor when required to maintain the listing requirements of the authorities having jurisdiction at no additional charge to the state agency.
- 3.2.11 The contractor shall provide a log book containing information and guidance on the management of the Fire Alarm System(s). The contractor must schedule and record all service performed on the fire alarm system, and must keep the data to serve as a reference tool for local authorities, insurance carriers, the contractor's technical personnel, and the state agency.
- 3.2.12 The contractor must schedule annual operational training on the fire alarm system for building staff.
- 3.3 On-going Monthly Maintenance, Semi-Annual Preventative Maintenance, and Time/Materials Coverage for Fire Alarm System Suppression Sub-System Testing and Inspections:**
- 3.3.1 The contractor shall provide all services to the sole satisfaction of the state agency in accordance with specific requirements stated herein.
- 3.3.2 The contractor shall verify, test and compare the FM-200 Clean Agent Suppression System configuration to the existing records on a semi-annual basis. Changes shall be checked and records updated with a copy provided to the facility.

- 3.3.3 The contractor shall provide a service report for each visit detailing the purpose of the call and summarizing the work performed.
- 3.3.4 The contractor shall test the FM-200 Clean Agent Suppression System semi-annually and document as prescribed by NFPA standards and the requirements of the state agency.
- 3.3.5 The contractor shall ensure that the FM-200 Clean Agent Suppression System testing and record keeping meet the requirements of the insurance industry.
- 3.3.6 The contractor shall test all components of the FM-200 Clean Agent Suppression System for proper operation and document in the service reports as testing is completed on a semi-annual basis.
- 3.3.7 The contractor shall clean all smoke detectors on an annual basis and sensitivity shall be verified. The data shall be recorded and reported to the facility.

3.4 Warranty:

- 3.4.1 The contractor shall warrant all parts and labor in full. The warranty shall commence upon installation and acceptance of the fire alarm parts, and shall be in effect throughout the duration of the initial contract period including all renewal periods thereto. Coverage for the fire alarm system maintenance, service, and code conformance inspection and testing program shall be provided by the contractor as requested by the state agency on a year-to-year basis pursuant to paragraph 2.2.1 herein.

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

- 3.5.1 If the fire alarm system maintenance, service, and code conformance inspection and testing program is provided in a Missouri Department of Mental Health facility, then the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall apply.
- 3.5.2 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 E.
 - 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, 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).

3.6 Permitted uses and disclosures of Protected Health Information:

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 3.6.5 **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 take 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.

3.6.6 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.

3.7 Invoicing Requirements:

3.7.1 Invoicing: 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 agency payments to invoices submitted. The contractor must comply with all other invoicing requirements stated in the contract.

3.7.2 The contractor shall submit an itemized invoice for the services performed in accordance with the prices on the Pricing Page.

3.7.3 The contractor shall submit invoices for the Eastern Reception Diagnostic and Correctional Center, Kansas City Reentry Center, and Chillicothe Correctional Center to the address below or emailed to: doc.payables@doc.mo.gov.

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

3.7.4 The contractor shall submit invoices for the Department of Natural Resources Riverside Collection Facility to the address below:

Missouri Department of Natural Resources
State Parks
P.O. Box 176
Jefferson City, MO 65102

- 3.7.5 The contractor shall submit invoices for all other locations to the address below or emailed to:
FMDCAccountspayable@oa.mo.gov.

State of Missouri
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
P.O. Box 809
Jefferson City, MO 65102

PRICING PAGE

The contractor must submit firm, fixed prices and percentage discounts for all line items below. The contractor must also submit firm, fixed pricing for each renewal period. All prices indicated below shall be considered firm and fixed for the duration of the identified contract period. The firm, fixed percentage discounts shall remain the same throughout the duration of the contractor, including all renewal periods. Pricing shall be quoted FOB Destination, Freight Prepaid and Allowed.

UNSPSC: 92121702

Fire Alarm Maintenance or Monitoring

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
1	Firm, Fixed Monthly Price for on-going fire alarm system preventive maintenance for Siemens MXL and MXL-IQ Network System Located in the Northwest Missouri Psychiatric Rehabilitation Center in St. Joseph, Missouri	\$1,390 /MO	\$1,432 /MO	\$1,475 /MO
2	Firm, Fixed Monthly Price for on-going fire alarm system preventive maintenance for Siemens MXL System Located in the Center for Behavioral Medicine in Kansas City, Missouri	\$1,725 /MO	\$1,776 /MO	\$1,829 /MO
3	Firm, Fixed Monthly Price for semi-annual fire alarm system suppression sub-system testing and inspection for Siemens MXL System Located in the Center for Behavioral Medicine in Kansas City, Missouri	\$48.00 /MO	\$49.00 /MO	\$50.00 /MO

TIME AND MATERIALS PRICING FOR LINE ITEMS 4 THROUGH 47

Line items 4 through 7: Pricing for Siemens MXL System in the Center for Behavioral Medicine located in Kansas City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
4	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1st Renewal Maximum Price (Firm, Fixed Price)	2nd Renewal Maximum Price (Firm, Fixed Price)
5	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
6	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
7	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 8 through 11: Pricing for Siemens MXL and MXL-IQ Network System in the Northwest Missouri Psychiatric Rehabilitation Center located in St. Joseph, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1st Renewal Maximum Price (Firm, Fixed Price)	2nd Renewal Maximum Price (Firm, Fixed Price)
8	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
9	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
10	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
11	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 12 through 15: Pricing for Siemens MXL and MXL-IQ Network System in the Eastern Reception and Diagnostic and Correctional Center located in Bonne Terre, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
12	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
13	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
14	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
15	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 16 through 19: Pricing for Siemens XLS System in the Jefferson State Office Building located in Jefferson City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
16	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
17	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
18	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
19	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 20 through 23: Pricing for Siemens XLS System in the Harry S Truman State Office Building located in Jefferson City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1st Renewal Maximum Price (Firm, Fixed Price)	2nd Renewal Maximum Price (Firm, Fixed Price)
20	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00/HR	\$127.00 /HR
21	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
22	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
23	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40.00%		

Line items 24 through 27: Pricing for Siemens MXL System in the Kansas City Reentry Center located in Kansas City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1st Renewal Maximum Price (Firm, Fixed Price)	2nd Renewal Maximum Price (Firm, Fixed Price)
24	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
25	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
26	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
27	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 28 through 31: Pricing for Siemens XLSV in the Employment Security Building located in Jefferson City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
28	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
29	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
30	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00/HR	\$253.00 /HR
31	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 32 through 35: Pricing for Siemens XLSV in the Broadway Building located in Jefferson City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
32	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
33	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
34	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
35	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 36 through 39: Pricing for Siemens XLS System in the Department of Natural Resources Riverside Collection Facility located in Jefferson City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
36	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
37	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
38	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
39	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 40 through 43: Pricing for Siemens XLS System in the Supreme Court Building located in Jefferson City, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
40	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00 /HR	\$123.00 /HR	\$127.00 /HR
41	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
42	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
43	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

Line items 44 through 47: Pricing for Siemens Firefinder XLS OD-BP System in the Chillicothe Correctional Center located in Chillicothe, Missouri.

Line Item	Item Description	Original Contract Period (Firm, Fixed Price)	1 st Renewal Maximum Price (Firm, Fixed Price)	2 nd Renewal Maximum Price (Firm, Fixed Price)
44	Firm, Fixed Price Per Hour for Labor Normal Business Hours 8:00 A.M. – 5:00 P.M. Mondays – Fridays	\$119.00/HR	\$123.00 /HR	\$127.00 /HR
45	Firm, Fixed Price Per Hour for Labor After Business Hours Mondays – Fridays	\$178.00 /HR	\$184.00 /HR	\$190.00 /HR
46	Firm, Fixed Price Per Hour for Labor Weekends	\$238.00 /HR	\$245.00 /HR	\$253.00 /HR
47	Firm, Fixed Discount off Current Manufacturer's list price for parts and supplies	40%		

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 contractor must indicate the maximum price applicable to the renewal option periods. The contractor 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. The contractor is cautioned that a contractor's quote of **\$0.00** will be interpreted literally as a zero-price item which may render the bid non-responsive if the contractor 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.

Warranty:

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the parts/supplied by the State of Missouri.

Warranty on Parts: _____

Warranty on Labor: _____

EXHIBIT A**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.

Company Name

DUNS #

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

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 B
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.

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | 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 . |
| <u>BOX C:</u> | 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 _____ (SFSC30034901800808) 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 _____ Office of Administration, Division of Facilities Management, Design and Construction 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 B, 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.

EXHIBIT B, continued**AFFIDAVIT 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 _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (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 _____ (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.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT B, 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.

EXHIBIT A**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.

Siemens Industry, Inc
Company Name

01-094-4650
DUNS #

Brian Pollock
Authorized Representative's Printed Name

Branch General Manager
Authorized Representative's Title


Authorized Representative's Signature

2/2/2018
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 B**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION****BUSINESS ENTITY CERTIFICATION:**

The vendor 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 _____ SFSC30034901800808 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 _____ Office of Administration, Division of Accounting 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 B, continued

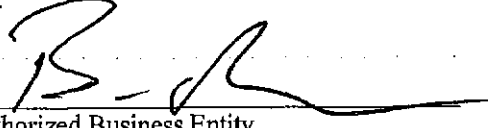
(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Brian Pollock

Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

Siemens Industry, Inc
Business Entity Name

2/2/2018
Date

gwen.graham@siemens.com
E-Mail Address

As a business entity, the vendor must perform/provide each of the following. The vendor 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 vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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.

EXHIBIT B, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

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

Comes now Siemens Industry, Inc. (Name of Business Entity Authorized Representative) as Branch General Manager (Position/Title) first being duly sworn on my oath, affirm Siemens Industry, Inc. (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 Siemens Industry, Inc. (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.)

Brian Pollock
Authorized Representative's Signature

Brian Pollock
Printed Name

Branch General Manager
Title

2/2/2018
Date

brianpollock@siemens.com
E-Mail Address

32855
E-Verify Company ID Number

Subscribed and sworn to before me this 2 of January, 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 February 9, 2018.
(NAME OF STATE) (DATE)

Gwendolyn M Graham
Signature of Notary

February 2, 2018
Date

GWENDOLYN M GRAHAM
Notary Public-Notary Seal
STATE OF MISSOURI
Commission for St. Louis County
My Commission Expires: February 9, 2018
ID. #14577396



Employment Eligibility Verification



Company Information

Client Company Name: Siemens Industry, Inc
Client ID Number: 397117
Doing Business As (DBA)
Name:
DUNS Number:

Physical Location:

Physical Location Address 1: 1000 Deerfield Parkway
Physical Location Address 2:
Physical Location City: Buffalo Grove
Physical Location State: IL
Physical Location Zip Code: 60089
Physical Location County: LAKE

Additional Information:

Employer Identification Number: 132762488
Total Number of Employees: 10,000 and over
Parent Organization:
Administrator:

Organization Designation:

Client Company Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: None of these categories apply
Employees being verified: All new hires and all existing employees assigned to a Federal contract

EXHIBIT B, 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 vendor's name and the MOU signature page completed and signed by the vendor 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