



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 CC160567001	CONTRACT TITLE Parts and Labor for KMC Building Automated System
AMENDMENT NUMBER N/A	CONTRACT PERIOD April 15, 2016 through April 14, 2017
REQUISITION/REQUEST NUMBER NR 300 22006000078	SAM II VENDOR NUMBER/MISSOURI BUYS SYSTEM ID 4539926250 0
CONTRACTOR NAME AND ADDRESS Taycon – TMI, LLC 715 Goddard Ave Chesterfield, MO 63005	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities, Design and Construction Various locations throughout the State of Missouri Department of Corrections Various locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing hereby establishes Contract CC160567001 for use by the Office of Administration, Division of Facilities, Design and Construction and the Department of Corrections for Parts and Labor for KMC Building Automated System, pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Office of Administration, Division of Facilities, Design and Construction and the Department of Corrections and Taycon – TMI, LLC shall reference the State of Missouri contract number.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/2/16
DIRECTOR OF PURCHASING 	



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

SFS NO.: SFS30034901600567
TITLE: Parts and Labor for KMC Building Automated System
ISSUE DATE: 3/21/2016

REQ NO.: NR 300 22006000078
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: Taycon TMI, LLC
715 Goddard Ave
Chesterfield, MO 63005

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

SCAN AND E-MAIL TO:	nicolle.backes@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: April 15, 2016 through April 14, 2017

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

Office of Administration
Facilities Management, Design and Construction
Various locations throughout the State of Missouri

Department of Corrections
Various locations throughout the State of Missouri

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri - Terms and Conditions (Revised 08/17/15). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such company and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		Taycon - TMI, LLC	
715 Goddard Ave		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		715 Goddard Ave	
Chesterfield, Missouri 63005		CITY, STATE, ZIP CODE	
Chesterfield, Missouri 63005		Chesterfield, Missouri 63005	
CONTACT PERSON		EMAIL ADDRESS	
Francis Leisure		francis.leisure@tmi-stl.com	
PHONE NUMBER		FAX NUMBER	
636-777-7766		636-532-7318	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)	VENDOR NUMBER (IF KNOWN)	
45-3992625	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	4539926250	
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	
		4/21/2016	
PRINTED NAME		TITLE	
Francis Leisure		Buyer & Developer	

1. PURPOSE:**1.1 Establishment of Contract**

- 1.1.1 In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing desires to enter into a contract with Taycon TMI, LLC as a single feasible source for parts and labor for KMC Building Automated System installed at various facilities maintained by the Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC). The requirements have been posted in accordance with 34.044 RSMo.

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

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

2.2 Contract Period:

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

2.3 Contract Prices and Percentages:

- 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, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- 2.3.2 All prices shall be FOB Destination, Freight Prepaid and Added. The State of Missouri will pay actual add-on standard shipping charges which shall be determined at the time of order as stated in line item 6 of the Pricing Page.
- 2.3.3 All add-on standard shipping charges shall be specifically described, itemized, and priced on the invoice. The state shall be responsible only for shipping charges applicable to the product ordered.
- 2.3.4 The contractor shall understand and agree that the firm, fixed percentage discount shall remain the same throughout the duration of the contract.
- 2.3.5 The firm, fixed percentage discount for the system parts shall be as indicated on the Pricing Pages and shall apply to all system parts as found in the contractor's current price list/catalog pricing.
- 2.3.6 The contractor shall understand and agree that the price list/catalog 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.
- a. The contractor shall furnish current price lists/catalog pricing (with products clearly identified) to the state agency upon request. Price lists/catalog pricing shall also be promptly provided to the state agency as the catalogs change and/or pricing is updated.
- 2.3.7 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 Estimated Quantities:**
- 2.4.1 The quantities indicated herein are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.
- 2.5 Payment Terms:**
- 2.5.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYs.mo.gov>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the single feasible source.
- 2.5.2 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at <https://www.vendor-services.mo.gov/vendor-services/Portal/Default.aspx>.
- 2.5.3 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 2, "Invoicing and Payment") unless otherwise addressed herein, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated herein. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex034.html>.

2.6 Business Compliance:

2.6.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

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

2.7 Compliance with Terms and Conditions:

2.7.1 The contractor's response shall not take exception to or conflict with the mandatory requirements of the SFS (denoted by the words "must" and "shall") including the SFS terms and conditions.

2.7.2 The contractor is cautioned that when submitting pre-printed terms and conditions or documentation regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the SFS and its contractual requirements.

2.7.3 The contractor's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the SFS, should be submitted herein. The contractor should do one of the following if terms and conditions are submitted: (1) The contractor should clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the SFSC30034901600567, the SFS shall govern" or (2) Sign the signature block in Exhibit A, entitled "Addendum to the Contractor's Terms and Conditions". Failure to place this statement with the contractor's terms and conditions or not signing Exhibit A and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the contractor.

2.8 Insurance:

2.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss,

damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.

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

2.9 Contractor Liability:

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 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.

2.10 Coordination:

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

2.11 Substitutions:

- 2.11.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing.
- 2.11.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.
- 2.11.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing shall be the final authority as to acceptability of any proposed substitution.
- 2.11.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing prior to the state acquiring the substitute item under the contract.

2.11.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.12 Replacement of Damaged Product:

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

2.13 Invoicing:

2.13.1 The contractor shall submit invoices itemizing services provided as well as the specific purchase order (P.O.) number. Services or goods must be received before payment can be made. The invoice must be submitted to the "bill to" address as specified on the purchase order.

2.14 Termination:

2.14.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.15 Report Requirement:

2.15.1 Upon request and at no cost to the state, the contractor shall prepare and submit a written report on an annual basis indicating purchases made by the state agency off the contract. This report must at minimum show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price; an annual total by item and for all purchases must be shown. This report must be submitted to the Division of Purchasing at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

2.16 Independent Contractor:

2.16.1 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.

2.17 Federal Funds Requirement:

2.17.1 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.

2.18 Debarment Certification:

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

2.19 Contractor's Personnel:

2.19.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

2.19.2 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.

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

2.19.4 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.

2.19.5 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.

2.20 Prison Rape Elimination Act (PREA) Requirements for Corrections:

2.20.1 The contractor's personnel and agents providing service under the contract and within the security perimeter of the Department of Correction's institution must be at least 18 years of age.

2.20.2 Prior to the provision of service, the state agency may conduct a Missouri Uniform Law Enforcement System (MULES) or other background investigation on the contractor's personnel and agents. Such investigation shall be equivalent to investigations required of all personnel employed by the state agency.

a. The state agency shall have the right to deny access into the institution for any of the contractor's personnel and agents, for any reason. Such denial shall not relieve the contractor of any requirements of the contract.

2.20.3 The contractor must obtain written approval from the state agency's Director of the Division of Adult Institutions for any contractor personnel and agents under active federal or state felony or misdemeanor supervision, and contractor personnel and agents with prior felony convictions but not under active supervision, prior to such personnel and agents performing contractual services.

2.20.4 The contractor and the contractor's personnel and agents shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of the state agency that are applicable, regarding operations and activities in and about all state agency property. Furthermore, the contractor and the contractor's personnel and agents shall not obstruct the state agency 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 state agency's policy and procedures relating to personnel conduct.

a. The state agency 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. The contractor and the contractor's personnel and agents who witness sexual misconduct must immediately report such to the institution's warden. If the contractor, or the contractor's personnel and agents, engage in, fail to report, or knowingly condone sexual misconduct with or between offenders, the contract shall be subject to cancellation and the contractor or the contractor's personnel and agents may be subject to criminal prosecution.

b. If the contractor, or the contractor's personnel and agents, engage in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, the contractor or the contractor's personnel and agents shall be denied access into the institution.

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

2.21 Affidavit of Work Authorization and Documentation:

2.21.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program

who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

3. PERFORMANCE REQUIREMENTS:

3.1 General Requirements:

3.1.1 As requested by OA/FMDC, the contractor must provide all parts and labor to maintain the full functionality of the system to the sole satisfaction of the state agency.

3.1.2 The contractor must provide current catalogs and price lists annually. CDs are acceptable, and should be made available to requesting users.

3.2 Servicing Locations:

3.2.1 The contractor shall provide parts and labor as specified herein for the following locations:

a. Department of Corrections, Jefferson City Correctional Center, 8200 Fenceline Road, Jefferson City, MO.

b. Department of Corrections, Algoa Correctional Center, 8501 Fenceline Road, Jefferson City, MO.

c. Department of Corrections, Potosi Correctional Center, 11593 State Highway O, Mineral Point, MO.

d. Office of Administration, South Service Center, 7545 South Lindbergh, St. Louis, MO.

e. North Service Center, 4040 Seven Hills Street, St. Louis, MO.

3.2.2 It is understood by both parties that the facilities listed herein are subject to security requirements and directives determined and implemented by the State of Missouri, Department of Corrections, Social Services and Office of Administration. In fulfilling its obligations pursuant to this agreement, the contractor shall adhere to all requirements and directives of the Missouri Department of Corrections, Social Services or the Office of Administration made in connection with ongoing operations at any of the facilities.

3.3 Personnel Requirements:

3.3.1 The contractor shall provide skilled, experienced personnel to perform and supervise all maintenance and repair services.

a. The contractor must provide a factory-certified field engineer to provide the service required herein on an as needed, if needed basis.

3.3.2 The contractor's personnel shall be appropriately groomed and dressed while at the facilities.

- 3.3.3 The contractor's personnel shall wear an article of clothing identifying the contractor or a subcontractor, and have a picture ID tag visible at all times.
- a. The contractor's personnel shall be issued a "contractor badge" from the state agency. The contractor's personnel shall wear the "contractor badge" at all times while working on the state agency's premises.
- 3.3.4 The contractor's service personnel shall log-in and log-out of the state agency's security department for each visit to the state agency.
- 3.3.5 The contractor's service personnel shall report to the designated state agency representative's office at each visit to the facility.
- 3.3.6 The contractor and each of the contractor's service personnel assigned to the contract must have an annual security clearance approved by the state agency in order to provide service under the contract.
- a. By no later than fifteen (15) days after notification of award of the contract, the contractor shall provide the state agency with a copy of the security clearance information obtained from the Missouri State Highway Patrol for each service personnel assigned to the contract.
 - b. On an annual basis and at the contractor's expense, the contractor must obtain a current criminal record check dated within the previous thirty (30) days from the Missouri State Highway Patrol.
 - c. For each new service personnel assigned to provide services, the contractor must provide the state agency with an approved security clearance prior to such person providing service in the buildings.
- 3.3.7 The state agency shall have the right to deny access to the buildings to any of the contractor's service personnel for any reason.
- 3.4 KMC Brand Parts:**
- 3.4.1 The contractor shall understand due to the state agency's utilization of KMC brand equipment at the locations identified herein, the contractor must provide KMC brand parts to maintain system integrity.
- 3.5 System Upgrades:**
- 3.5.1 For purposes of this document, System Upgrade Services shall be defined as services, repairs, or parts which are not included in the maintenance, service, and support specified herein.
- 3.5.2 The contractor shall only provide System Upgrade Services at the request of and with the prior written approval of the state agency.
- 3.5.3 In the event the state agency requests the contractor provide a System Upgrade Service, the contractor shall provide the state agency with a guaranteed not-to-exceed total price for such prior to beginning the System Upgrade Services.
- a. The guaranteed not-to-exceed total price shall be computed using the hourly rates and the cost for the parts and materials as stated on the Pricing Page.
 - b. The contractor shall provide a detailed description of all materials and services required to upgrade the covered system.

- 3.5.4 If the guaranteed not-to-exceed price is approved by the state agency and if the state agency authorizes the contractor to perform the system upgrade, the contractor shall proceed with the approved Upgrade Service.
- 3.5.5 The contractor shall provide all labor, materials, and equipment to upgrade the existing system.
- 3.5.6 The contractor shall provide the standard manufacturer's warranty for the approved Upgrade Service.
- 3.5.7 The contractor shall provide additional training, whether required by the contractor or the state agency.
 - a. The contractor shall provide the additional training needed for the successful operation of the Upgrade Service at no additional charge. The contractor shall provide updated manuals/user-guides to the state agency at no charge.
- 3.6 **Warranty Requirements:**
 - 3.6.1 The contractor shall provide at a minimum one (1) year warranty on all parts and labor furnished.

PRICING PAGE

The contractor shall state a firm, fixed hourly price for the service personnel indicated in line items 1 through 4 below. The hourly rate shall be firm and fixed for the initial contract period. In addition, the contractor shall state a firm, fixed percentage discount from catalog/list price in line item 5 for parts. The percentage discount stated shall be firm fixed for the duration of the contract.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	C/S Code: 32151910 <i>Through Panel Control Connection System</i> Firm, fixed hourly rate for Straight Electrician – Basic Hourly Rate	100	HR	<u>\$100.00</u>
2	C/S Code: 32151910 <i>Through Panel Control Connection System</i> Firm, fixed hourly rate for Controls Electrician – Basic Hourly Rate	100	HR	<u>\$110.00</u>
3	C/S Code: 32151910 <i>Through Panel Control Connection System</i> Firm, fixed hourly rate for Controls/Graphics Technician - Basic Hourly Rate	100	HR	<u>\$95.00</u>
4	C/S Code: 32151910 <i>Through Panel Control Connection System</i> Firm, fixed hourly rate for Senior Controls Engineer - Basic Hourly Rate	100	HR	<u>\$125.00</u>
5	C/S Code: 32151910 <i>Through Panel Control Connection System</i> System Parts and Devices Firm, fixed percentage discount to be applied to the contractor's price list/catalog for system parts and devices.	1	PCNT	<u>25%</u>
State name of catalog(s) and publication date: _____				
6	C/S Code: 32151910 <i>Through Panel Control Connection System</i> Standard Shipping Charges Actual shipping to be prepaid and added. Standard shipping charges to be specifically described, itemized and priced on the invoice.		EA	TBD

Renewal Option (Line Item 1 through 4):

The Division of Purchasing shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of two (2) additional years.

The vendor shall indicate below the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) proposed for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

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

Maximum Increase

Minimum Decrease

1st Renewal Period: original price + 5 % OR original price - _____% (applied to original pricing)

2nd Renewal Period: original price + 10 % OR original price - _____% (applied to original pricing)

Warranty:

The contractor must provide the manufacturer's standard product warranty on any item provided under contract. The warranty period should be stated below. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the State of Missouri.

Warranty on Parts: 1 YEAR

Warranty on Labor: 1 YEAR

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 105.450 to 105.458, RSMo, regarding conflict of interest. If your organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:

NONE

If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:

NONE

Percentage of ownership interest in your organization held by elected or appointed official or employee of the State of Missouri:

NONE %

EXHIBIT A

ADDENDUM TO THE CONTRACTOR'S TERMS AND CONDITIONS

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

(SIGNATURE REQUIRED)

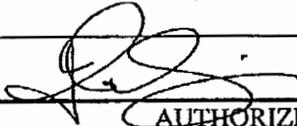
	4/21/2016
AUTHORIZED SIGNATURE	DATE
Francis Lisone	TITLE
PRINTED NAME	
TAYCOR-TME, LLC	
VENDOR'S COMPANY NAME	

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

TAYCON-TMI, LLC

Company Name

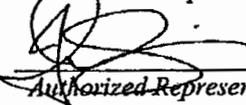
DUNS #

Francis Leisner

Authorized Representative's Printed Name

D. Business Development

Authorized Representative's Title



Authorized Representative's Signature

4/21/2016

Date

Instructions for Certification

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

EXHIBIT C, 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 Taycon – TMI, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Francis Leisure

Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

TAYCON – TMI, LLC

Business Entity Name

4/21/2016
Date

Francis.Leisure@TMI-STL.COM
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.

