



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER C113256001	CONTRACT TITLE Chiller Maintenance
AMENDMENT NUMBER 004	CONTRACT PERIOD July 1, 2014 through June 30, 2015
REQUISITION NUMBER NR 931 YYY14709237	VENDOR NUMBER 4104042300 6
CONTRACTOR NAME AND ADDRESS Daikin Applied 10623 Rene Street Lenexa, KS	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design, and Construction Various Locations throughout the State Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C113256001 is hereby amended pursuant to the attached amendment #004, dated 04/16/2014. The changes effected by amendment #004 are effective 04/21/2014 pursuant to the email received from Joe Cordle of Daikin Applied dated 04/21/2014.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4/22/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 004
CONTRACT NO.: C113256001
TITLE: Chiller Maintenance
ISSUE DATE: 04/14/14

REQ NO.: NR 931 YYY14709237
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.Skaggs@oa.mo.gov

TO: Daikin Applied Americas Inc.
10623 Rene Street
Lenexa, KS 66215

RETURN AMENDMENT BY NO LATER THAN: 04/21/14 AT 5:00 PM CENTRAL TIME

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

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

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

Office of Administration
Division of Facilities Management, Design, and Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Daikin Applied		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Daikin Applied Americas Inc.	
MAILING ADDRESS 10623 Rene Street		IRS FORM 1099 MAILING ADDRESS 13600 Industrial Park Boulevard	
CITY, STATE, ZIP CODE Lenexa, KS		CITY, STATE, ZIP CODE Minneapolis, MN 55441	
CONTACT PERSON Joe Cordle		EMAIL ADDRESS joe.cordle@daikeinapplied.com	
PHONE NUMBER (913) 492-8885		FAX NUMBER (913) 492-1072	
TAXPAYER ID NUMBER (TIN) 41-0404230	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 4104042300 6
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 April 16, 2014	
PRINTED NAME Gerald R. Johnson		TITLE Assistant Secretary	

AMENDMENT #004 TO CONTRACT C113256001

CONTRACT TITLE: Chiller Maintenance

Effective immediately, the State of Missouri hereby amends the above referenced contract to discontinue the full service maintenance at Tipton Correctional Center. The following changes are necessary to address the discontinuation:

- Delete section 4.2.1a;
- Delete section 4.3;
- Delete line item 001.

All other terms, conditions and provisions of the contract as modified by subsequent amendments, including all prices, shall remain the same throughout the above contract period and apply hereto.

The contractor shall sign and return this amendment by the date indicated on Page 1.



NOTICE OF CONTRACT RENEWAL

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

CONTRACT NUMBER C113256001	CONTRACT TITLE Chiller Maintenance
AMENDMENT NUMBER 003	CONTRACT PERIOD July 1, 2014 through June 30, 2015
REQUISITION NUMBER NR 300 22004000076	VENDOR NUMBER 4104042300 6
CONTRACTOR NAME AND ADDRESS Daikin Applied Americas Inc. 13600 Industrial Park Boulevard Minneapolis, MN 55441	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design, and Construction Various Locations throughout the State Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C113256001 is hereby amended pursuant to the attached amendment #003, dated 03/19/2014.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 03/25/2014
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT RENEWAL

AMENDMENT NO.: 003
CONTRACT NO.: C113256001
TITLE: Chiller Maintenance
ISSUE DATE: 03/03/14

REQ NO.: NR 300 22004000076
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.Skaggs@oa.mo.gov

TO: Daikin Applied Americas Inc.
10623 Rene Street
Lenexa, KS 66215

RETURN AMENDMENT BY NO LATER THAN: 03/11/14 AT 5:00 PM CENTRAL TIME

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

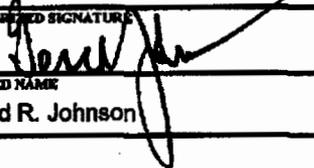
SCAN AND E-MAIL TO:	Courtney.Rackers@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	DPMM, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	DPMM, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

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

Office of Administration
Division of Facilities Management, Design, and Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Daikin Applied		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THE TAX ID NO. Daikin Applied Americas Inc.	
MAILING ADDRESS 13600 Industrial Park Boulevard		IRS FORM 1099 MAILING ADDRESS 13600 Industrial Park Boulevard	
CITY, STATE, ZIP CODE Minneapolis, MN 55441		CITY, STATE, ZIP CODE Minneapolis, MN 55441	
CONTACT PERSON Joe Cordle		EMAIL ADDRESS joecordle@daikinapplied.com	
PHONE NUMBER (913) 492-8885		FAX NUMBER (913) 912-9763	
TAXPAYER ID NUMBER (TIN) 41-0404230	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4104042300 6	
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 March 19, 2014	
PRINTED NAME Gerald R. Johnson		TITLE Assistant Secretary	

AMENDMENT #003 TO CONTRACT C113256001

CONTRACT TITLE: Chiller Maintenance

CONTRACT PERIOD: July 1, 2014 through June 30, 2015

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the attached pricing page(s) the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum percentage increase stated in the contract (3% Increase). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

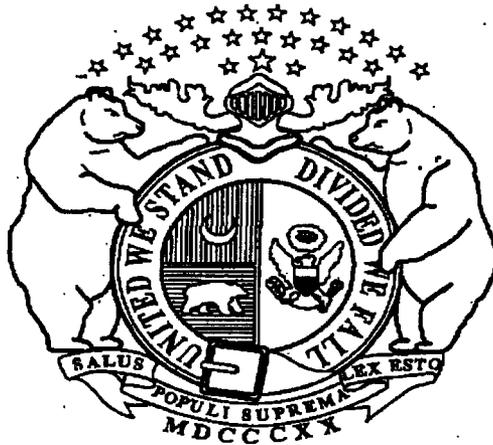
All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
	The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed.			
001	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed monthly price for full service maintenance/supplies specified herein for equipment located at the Tipton Correctional Center	12	Per Month	\$ <u>3,187.85</u>
002	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, Fixed Price Per hour for Labor Normal Business Hours 8AM-5PM Mondays-Fridays	1	HR	\$ <u>97.85</u>
003	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm Fixed Price Per hour for Labor Other than Normal Business Hours Mondays- Fridays	1	HR	\$ <u>146.75</u>
004	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, Fixed Price Per hour for Labor Weekends & Holidays	1	HR	\$ <u>195.70</u>
005	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed percentage discount to be applied to current manufacturer's list/catalog price for parts and supplies. The firm, fixed percentage discount shall remain the same throughout the duration of the contract.	1	PCNT	<u>15%</u>
006	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed monthly price for full service maintenance/supplies specified herein for equipment located at the James C. Kirkpatrick State Information Center	12	Per Month	\$ <u>1,905.50</u>
007	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed monthly price for full service maintenance/supplies specified herein for equipment located at the Lewis & Clark State Office Building	12	Per Month	\$ <u>1,205.10</u>

008	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed price for annual and seasonal startup inspections specified herein for NW MO Psychiatric Rehab Center	1	Per Each	<u>\$1,114.46</u>
009	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed price for preventative operational inspection and preventative maintenance specified herein for NW MO Psychiatric Rehab Center	1	Per Each	<u>\$1,114.46</u>



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

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

Skaggs, Nicolle

From: Brinkley, Rebecca
Sent: Tuesday, March 25, 2014 7:33 AM
To: Skaggs, Nicolle
Subject: FW: C113256001-003

Please proceed with the amendment.

Thank you!

Rebecca Brinkley

Contract Specialist II

Office of Administration

Division of Facilities Management, Design and Construction

Harry S Truman Office Building

301 West High Street, Room 730

PO Box 809

Jefferson City, MO 65102

Phone: (573) 526-4135

Fax: (573) 751-7277

Email: rebecca.brinkley@oa.mo.gov

From: Wagner, Steve
Sent: Monday, March 24, 2014 4:42 PM
To: Brinkley, Rebecca
Subject: RE: C113256001-003

Yes it is please proceed.

Steven Wagner, BOC II

Facilities Operations Manager of State Owned Facilities

State of Missouri Office of Administration

Division of Facilities Management, Design and Construction

301 West High St. Room 730, PO Box 809, Jefferson City MO, 65102

Tel: 573-751-2668

FAX: 573-751-7277

E-mail: Steve.wagner@oa.mo.gov

From: Brinkley, Rebecca
Sent: Monday, March 24, 2014 2:52 PM
To: Wagner, Steve
Subject: FW: C113256001-003

Steve,

The amendment to renew the chiller maintenance contract with McQuay is attached. They were allowed, and took a 3% increase.

Is the pricing acceptable?

Rebecca Brinkley

Contract Specialist II

Office of Administration
Division of Facilities Management, Design and Construction
Harry S Truman Office Building
301 West High Street, Room 730
PO Box 809
Jefferson City, MO 65102
Phone: (573) 526-4135
Fax: (573) 751-7277
Email: rebecca.brinkley@oa.mo.gov

From: Skaggs, Nicole
Sent: Monday, March 24, 2014 2:08 PM
To: Brinkley, Rebecca
Subject: FW: C113256001-003

Nicole Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov

From: Skaggs, Nicole
Sent: Monday, March 24, 2014 2:08 PM
To: Brinkley, Rebecca
Subject: RE: C113256001-003

They took the full 3% increase.

Nicole Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov

From: Brinkley, Rebecca
Sent: Monday, March 24, 2014 2:05 PM
To: Skaggs, Nicole
Subject: RE: C113256001-003

Have they submitted their amendment for the renewal? Have they taken a price increase?

Rebecca Brinkley
Contract Specialist II
Office of Administration

Division of Facilities Management, Design and Construction
Harry S Truman Office Building
301 West High Street, Room 730
PO Box 809
Jefferson City, MO 65102
Phone: (573) 526-4135
Fax: (573) 751-7277
Email: rebecca.brinkley@oa.mo.gov

From: Skaggs, Nicolle
Sent: Monday, March 24, 2014 1:49 PM
To: Brinkley, Rebecca
Subject: C113256001-003

Daikin Applied Americas Inc. was allowed a 3% increase on the first of two renewals for contract C113256001. Is the price increase acceptable?

Attached is a spreadsheet detailing each proposed price per line item.

Nicolle Skaggs

Buyer I

State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov

Skaggs, Nicole

From: Cordle, Joe W. [Joe.Cordle@daikinapplied.com]
Sent: Monday, March 24, 2014 12:27 PM
To: Skaggs, Nicole
Subject: RE: State of Missouri C113256001-003

Nicolle,

As a result of rising costs in material, labor, and operating expenses, there will be an approximate 3.0% increase in our contract for the coming year.

You have stated that you have received the amendment. Please let me know if any other information is necessary.

Thank you,

Joe Cordle
Service Sales Representative
Daikin Applied
joe.cordle@daikinapplied.com / www.DaikinApplied.com
(Office) 913-492-8885 ext 204 (Cell) 913-912-9763

McQuay International/McQuay Factory Service is pleased to announce that as of October 1st we will be doing business as Daikin Applied. We will continue to provide aftermarket service and parts for all of our McQuay and Daikin McQuay products in order to maximize your continued operations.

From: Skaggs, Nicole [<mailto:Nicolle.Skaggs@oa.mo.gov>]
Sent: Monday, March 24, 2014 12:16 PM
To: Cordle, Joe W.
Subject: RE: State of Missouri C113256001-003

Good morning!

Please verify the status of this amendment. Your prompt attention to this matter will ensure more timely finalization of your contract.

Please return at your earliest convenience.

Thank you and have a great Monday!

Nicolle Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov

28 Nikki Amund

NR 300 22004000076

001

01

91036

NR 300 22004000076

REQUEST TO RENEW CONTRACT C119256001 FOR CHILLER MAINTENANCE WITH DAIKIN APPLIED (MCQUAY) FOR THE FIRST OF TWO RENEWAL PERIODS ENDING 06/30/14. A 3% INCREASE IS ALLOWED. CONTACT REBECCA BRINKLEY FOR ANY QUESTIONS.

NR 300 22004000076

Vendor Responsible Person Contact Delivery Cost Detail

002

01 / 07 / 14

CHILLER MAINTENANCE

07 / 01 / 13

06 / 30 / 14

28

Destination

Fixed Asset Indicator

Renewal Indicator

002

120

000

Service Contract and Price Agreement

300

None

3490

999,999,999.99

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

A. Section 34.040.6, RSMo	Buyer/Section Support
B. DPMM Suspension List	Buyer/Section Support
C. Federal Suspension - SAM.GOV	Buyer/Section Support
D. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support
E. Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Blind Wkshp Affidvt	Buyer
F. SFS Review/Justification - Inset Advertising Date, if applicable	Buyer Buyer/Section Support

W3 static

Y Y

Contractor E-Mail Address/Fax Number	be.02012@hik.inapp.ro.com
State Agency Contact E-Mail Address	Bekky Brinkley
Section 34.040.6, RSMo, Letter	Follow-Up Notes:

A. Renewal/Extension Pricing	Buyer/Section Support
B. Section 34.040.6, RSMo	Buyer/Section Support
C. Performance Security Deposit/Surety Bond	Buyer/Section Support
D. Renewal/Extension with Cost Savings Language	Buyer
E. Statewide Notice	Buyer
F. SFS Authorized Limit \$	Buyer
G.	
1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support
2. Assignment and Consent Form	Buyer/Section Support
3. DPMM Suspension List	Buyer/Section Support
4. Federal Suspension - SAM.GOV	Buyer/Section Support
5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support

W3 static

Y Y

AM 300 FMM 000 W3V59	Buyer/Section Support
Distributes E-Verify & SDV Documents	Buyer/Section Support
E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support
Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support
	Central Support-Participation
	Central Support-Insuring



NOTICE OF CONTRACT AMENDMENT

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

CONTRACT NUMBER C113256001	CONTRACT TITLE Chiller Maintenance
AMENDMENT NUMBER 002	CONTRACT PERIOD July 1, 2013 through June 30, 2014
REQUISITION NUMBER NR 931 YYY14709076	VENDOR NUMBER 4104042300 6
CONTRACTOR NAME AND ADDRESS Daikin Applied Americas Inc. 13600 Industrial Park Boulevard Minneapolis, MN 55441	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design, and Construction Various Locations throughout the State Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C113256001 is hereby amended pursuant to the attached amendment #002, dated December 20, 2013.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751-5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE January 21, 2014
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 002
CONTRACT NO.: C113256001
TITLE: Chiller Maintenance
ISSUE DATE: December 17, 2013

REQ NO.: NR 931 YYY14709076
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.skaggs@oa.mo.gov

TO: Daikin Applied
10623 Reno Street
Lenexa, KS 66215

RETURN AMENDMENT BY NO LATER THAN: December 27, 2013 AT 5:00 PM CENTRAL TIME

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

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

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Division of Facilities Management, Design and Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Daikin Applied		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Daikin Applied Americas Inc.	
MAILING ADDRESS 13600 Industrial Park Boulevard CITY, STATE, ZIP CODE Minneapolis, MN 55441		IRS FORM 1099 MAILING ADDRESS 13600 Industrial Park Boulevard CITY, STATE, ZIP CODE Minneapolis, MN 55441	
CONTACT PERSON Joe Cordle		EMAIL ADDRESS Joe.cordle@daikinapplied.com	
PHONE NUMBER 913-492-8885		FAX NUMBER 913-912-9763	
TAXPAYER ID NUMBER (TIN) 41-0404230	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FBIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4104042300 6	
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 December 20, 2013	
PRINTED NAME Gerald R. Johnson		TITLE Assistant Secretary	

AMENDMENT #002 TO CONTRACT C113256001

CONTRACT TITLE: Chiller Maintenance

CONTRACT PERIOD: July 1, 2013 through June 30, 2014

The State of Missouri hereby amends the above reference contract to change the name of the contractor from McQuay Factory Service to Daikin Applied.

In addition, the State of Missouri desires to amend the contract to add Missouri Department of Corrections as a using agency.

The State also desires to amend contract C113256001 to revise paragraph 1.1.1 as indicated below.

AS STATED:

Establishment of Contract: In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing and Materials Management desires to enter into a contract with McQuay Factory Service as a single feasible source for chiller maintenance for the Office of Administration, Facilities Management, Design and Construction. The requirements have been posted in accordance with 34.044 RSMo.

CHANGED TO:

Establishment of Contract: In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing and Materials Management desires to enter into a contract with Daikin Applied as a single feasible source for chiller maintenance for the Office of Administration, Facilities Management, Design and Construction and the Missouri Department of Corrections. The requirements have been posted in accordance with 34.044 RSMo.

The State also desires to amend contract C113256001 to revise paragraph 4.1.1 as indicated below.

AS STATED:

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.

CHANGED TO:

The contractor shall provide all services to the sole satisfaction of the Division of Facilities Management, Design, and Construction and the Department of Corrections in accordance with specific requirements stated herein.

The State also desires to amend contract C113256001 to add paragraph 4.10 and 4.10.1 as follows:

4.10 Invoicing

4.10.1 The contractor shall submit an invoice 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 address listed on the purchase order.

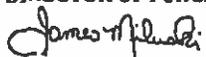
All other terms, conditions and provisions of the contract as modified by subsequent amendments, including all prices, shall remain the same throughout the above contract period and apply hereto.

The contractor shall sign and return this amendment by the date indicated on Page 1.



NOTICE OF CONTRACT AMENDMENT

State Of Missouri
Office Of Administration
Division Of Purchasing And Materials Management
PO Box 809
Jefferson City, MO 65102-0809
<http://content.oe.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C113256001	CONTRACT TITLE Chiller Maintenance
AMENDMENT NUMBER 001	CONTRACT PERIOD July 1, 2013 through June 31, 2014
REQUISITION NUMBER NR 300 22004000019	VENDOR NUMBER 4104042300 6
CONTRACTOR NAME AND ADDRESS Daikin Applied 10623 Rene Street Lenexa, KS 66215	STATE AGENCY'S NAME AND ADDRESS Office Administration, Facilities Management, Design, and Construction Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C113256001 is hereby amended pursuant to the attached amendment #001, dated December 5, 2013.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE December 11, 2013
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: C113256001
TITLE: Chiller Maintenance
ISSUE DATE: November 6, 2013

REQ NO.: NR 300 22004000019
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.skaggs@oa.mo.gov

TO: McQuay Factory Service and McQuay International
10623 Rene Street
Lenexa, KS 66215

RETURN AMENDMENT BY NO LATER THAN: November 12, 2013 AT 5:00 PM CENTRAL TIME

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

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

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

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

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME Daikin Applied	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Daikin Applied Americas Inc.
MAILING ADDRESS 10623 Rene Street	IRS FORM 1099 MAILING ADDRESS 13600 Industrial Park Boulevard
CITY, STATE, ZIP CODE Lenexa, KS 66215	CITY, STATE, ZIP CODE Minneapolis, MN 55441

CONTACT PERSON Joe Cordle		EMAIL ADDRESS joe.cordle@daikinapplied.com	
PHONE NUMBER (913) 492-8885		FAX NUMBER (913) 492-1072	
TAXPAYER ID NUMBER (TIN) 41-0404230	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEDN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 4104042300 6	
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 December 5, 2013	
PRINTED NAME Gerald R. Johnson		TITLE Assistant Secretary	

AMENDMENT #001 TO CONTRACT C113256001

CONTRACT TITLE: Chiller Maintenance

CONTRACT PERIOD: July 1, 2013 through June 30, 2014

The State of Missouri desires to amend contract C113256001 as follows:

- Section 2.23 (Business Association Provisions) and all subparagraphs 2.23.1-2.23.6 shall be removed;
- Paragraphs 4.2.1.b and 4.2.1.c shall be added as follow:
 - b. The James C. Kirkpatrick State Information Center located at 600 West Main Street, Jefferson City, Missouri
 - c. The Lewis & Clark Building located at 1101 Riverside Drive, Jefferson City, Missouri
- Paragraph 4.2.3 shall be revised as follows:

“4.2.3 The monthly price for the full service maintenance program shall not include repair work necessitated due to the state agency’s direct damage to the system, system upgrades requested and authorized by the state agency, or system additions requested and authorized by the state agency which shall be paid on a time/material basis in accordance with section 4.6.”
- Section 4.4 (Liquidated Damages) and all its subparagraphs 4.4.1 through 4.4.6 shall be re-numbered as section 4.9 and subparagraphs 4.9.1 through 4.9.6;
- Sections 4.4 through 4.6 and all respective subparagraphs shall be added as follows:

4.4 Full Service Maintenance Program – James C. Kirkpatrick State Information Center and Lewis & Clark State Office Building:

 - 4.4.1 In addition to the requirements listed herein for Full Service Maintenance Programs, the following services will be included in the Full Service Maintenance Program at the James C. Kirkpatrick State Information Center and the Lewis & Clark State Office Building.
 - 4.4.2 The state agency shall annually inspect and brush clean all tubes for the chiller condenser and evaporator at the James C. Kirkpatrick State Information Center and Lewis & Clark State Office Building. The contractor shall have the option to inspect at this time. The state agency shall conduct inspections and cleanings as conditions require.
 - 4.4.3 Additionally, the state agency shall perform a leak check (using halide detector) of all external components monthly during operation. The state agency shall inform the contractor of leaks needing repair.
 - 4.4.4 The contractor shall provide the state agency access to all MicroTech DDC hardware and software upgrades, and McQuay control interface devices, when factory upgrades are issued or as requested by the state agency.
 - 4.4.5 The Contractor’s annual inspections shall be performed during the month of December included as part of the Full-Service Maintenance Program at the James C. Kirkpatrick State Information Center and the Lewis & Clark State Office Building and include, but not be limited to the following requirements:

- a. The contractor shall sample compressor oil and have oil analyzed by a qualified firm. Such analysis shall include acid number, moisture content, tin, aluminum, iron, copper, chromium, lead, silicon, and zinc. The contractor shall provide a copy of the analysis to the state agency. If the analysis indicates an equipment problem, the contractor shall perform the appropriate repairs as needed to remedy the equipment problem(s).
 - b. The contractor shall change oil filters and drier cores, clean oil cooler strainers, and verify sump heaters are functional.
 - c. The contractor shall inspect the condenser and the evaporator tubes of each centrifugal chiller unit. The contractor shall inspect strainers in the condenser and evaporator loop.
 - d. The contractor shall perform a Meg-ohm insulation resistance test of all chiller unit motors and oil pump motors. The contractor shall perform such test at 1,000 volts DC for motors operating at 480 volts, hold for one minute and record results. The contractor shall meggar test the oil heaters at twice the operating voltage.
 - e. The contractor shall inspect the motor starter and related components and replace motor contacts if needed.
 - f. The contractor shall also inspect all control panels and repair as needed. The contractor shall run MicroTech diagnostics on the centrifugal units and repair as needed.
 - g. The contractor shall check and record all operating parameters such as water pressure drops, refrigerant and oil levels, and all fluid and refrigerant temperatures (the contractor may perform in spring if temperatures prevent operation).
 - h. The contractor shall perform refrigerant leak check including tube sheet checks on the centrifugal equipment units. The contractor shall coordinate leak check with tube inspections.
 - i. The contractor shall perform other checks and tests as needed to confirm all centrifugal and reciprocating equipment units remain fully functional and reliable.
- 4.4.6 The contractor shall perform a minimum of four (4) operational inspections included as part of the Full-Service Maintenance Program at the James C. Kirkpatrick State Information Center and the Lewis & Clark State Office Building during the "peak cooling period" of May, June, July, and August of each year and include, but not be limited to, the following:
- a. Review state agency log for trends and log existing conditions.
 - b. Inspect all chiller units and observe for unusual conditions.
 - c. Observe and record oil levels, temperatures, and refrigerant levels. Inspect the motor starter contacts for burns and discoloration.
 - d. Verify oil heater and cooper operation.
 - e. Inform state agency of all conditions and the status of equipment units.
- 4.4.7 The contractor shall operate the reciprocating unit as needed to confirm operational availability. The contractor shall perform additional inspections on the reciprocating unit in December and February.

4.5 Preventative Maintenance Program – Northwest Missouri Psychiatric Rehabilitation Center

4.5.1 The contractor shall provide Preventative Maintenance, including, but not limited to, preventative operational inspections and preventative maintenance in accordance with factory recommendations for the Northwest Missouri Psychiatric Rehabilitation Center. The contractor shall conduct a combined annual and start-up inspection in April and an operational inspection in July of each year. Inspections shall be as indicated below:

a. Annual Inspection

1. Test for refrigerant leaks including relief valve piping outlets.
2. Check main starter and control panel.
3. Inspect and tighten electrical connections.
4. Check relays, operating, and safety controls.
5. Check flow switch operation.
6. Check vane control setting and operation.
7. Take and record waterside pressure drops across vessels.
8. With laptop computer, perform MicroTech check, log, and last fault analysis; analyze performance, trend log if necessary.
9. Download latest software version if applicable.
10. Perform operating log and analyze.
11. Inspect vibration eliminators and inspect water piping for leaks.
12. Clean condenser water strainer(s).
13. Check head pressure control operation for tower fans or bypass valve.
14. Check minimum condenser water temperature operation.
15. Inspect condenser and chill water pumps. Meg motors and record readings.
16. Perform bearing calibration and record readings.

b. Seasonal Startup

1. Review Manufacturer's recommendations for startup
2. Check auxiliary equipment operation.
3. Analyze fault history.
4. Check relays, operating, and safety controls.
5. Start chilled water pump(s).
6. Start condenser water pump(s) and cooling tower.
7. Start water chiller.
8. Perform electronic module evaluation.
9. Leak check unit, check EEV operation and log refrigerant superheat and sub-cooling.
10. Log all operating conditions after unit stabilizes.
11. Review operating procedures with chiller operator.

c. Preventative Operational Inspection

1. Review owner's log for trends.
2. Inspect chiller for leaks.
3. Review history log.
4. Run chiller and log readings, analyze performance.
5. Record refrigerant level in sight glass.
6. Compare refrigerant approach temperatures with operating superheat/sub-cooling readings.
7. Download operating trend and compare to unit design conditions. Note any discrepancies.
8. Review chiller operation with chiller operator.

4.6 Repairs on a Time/Materials Basis:

4.6.1 The contractor shall provide repair on a time/materials basis at the facilities listed below after obtaining the state agency's prior authorized approval to proceed. The contractor shall provide a total estimate of work to the state agency before proceeding. The contractor shall be paid for actual time and material in accordance with the applicable rates quoted on the Pricing Page (line items 002-005).

- a. Employment Security Building, located at 421 East Dunklin Street, Jefferson City
- b. St. Joseph State Office Building, located at 525 Jules Street, St. Joseph
- c. Northwest Psychiatric Rehabilitation Center, located at 3505 Frederick Avenue, St. Joseph

- Paragraph title 4.7 shall be added as follows: "4.7 Warranty."

The State of Missouri desires to add line items 006 through 009 to contract C113256001 as indicated below. The contractor shall state firm, fixed unit prices for the service levels indicated for the applicable facility. All prices quoted shall be considered firm and fixed for the contract period.

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
006	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed monthly price for full service maintenance/supplies specified herein for equipment located at the James C. Kirkpatrick State Information Center	12	Per Month	\$1,850.00
007	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed monthly price for full service maintenance/supplies specified herein for equipment located at the Lewis & Clark State Office Building	12	Per Month	\$1,170.00
008	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed price for annual and seasonal startup inspections specified herein for NW MO Psychiatric Rehab Center	1	Per Each	\$1,082.00
009	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed price for preventative operational inspection and preventative maintenance specified herein for NW MO Psychiatric Rehab Center	1	Per Each	\$1,082.00

All other terms, conditions and provisions of the contract as modified by subsequent amendments including all prices shall remain the same throughout the above contract period and apply hereto.

The contractor shall acknowledge acceptance of the changes by signing and returning this document, along with completed pricing, by the date indicated on Page 1.



State of Missouri

OFFICE OF ADMINISTRATION

Division of Purchasing and Materials Management

Contract Amendment Documentation

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

Skaggs, Nicolle

From: Brinkley, Rebecca
Sent: Tuesday, December 10, 2013 9:20 AM
To: Skaggs, Nicolle
Subject: RE: C113256001 Preventative Maintenance Revisions

Please proceed with the renewal.

Rebecca Brinkley

Contract Specialist II
Office of Administration,
Division of Facilities Management,
Design and Construction
301 West High Street
Room 730
PO Box 809
Jefferson City, MO 65102
Email: rebecca.brinkley@oa.mo.gov
Phone: (573) 526-4135
Fax: (573) 751-7277

From: Skaggs, Nicolle
Sent: Friday, December 06, 2013 8:29 AM
To: Brinkley, Rebecca
Subject: C113256001 Preventative Maintenance Revisions

Attached is amendment 001 for C113256001. Please advise if the pricing is acceptable.

Thank you.

Nicolle Skaggs

Buyer I
State of Missouri, Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
Jefferson City, Missouri 65101
Phone: (573) 751-5341 Fax: (573) 526-9816
nicolle.skaggs@oa.mo.gov



Jeremiah W. (Jay) Nixon
Governor

Doug Nelson
Commissioner

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

James Miluski
Director

TO: File C113256001
FROM: Nicolle Skaggs, Buyer
DATE: November 5, 2013
RE: Amendment #001 to Contract C113256001

Pursuant to NR 300 22004000019, the Division of Facilities Management, Design and Construction (FMDC) is requesting to amend contract C113256001 with the following changes:

- Section 2.23 (Business Association Provisions) and all sub paragraphs are being removed;
- 4.2.1.b and 4.2.1.c are being added;
- The following paragraphs are renumbered;
- Section 4.4 (Liquidated Damaged) and all its subparagraphs shall be renumbered/added as section 4.9;
- Sections 4.4 through 4.6 are being added;
- Paragraph title 4.7 is added;
- Paragraph 4.2.3 is being revised.

The following locations and time/material service are being added to the contract:

Full Service Maintenance Program

James C. Kirkpatrick State Information Center
Lewis & Clark State Office Building

Preventative Maintenance Program

Northwest Missouri Psychiatric Rehabilitation Center

Repairs on a Time/Materials Basis

Employment Security Building
St. Joseph State Office Building
Northwest Missouri Psychiatric Rehabilitation Center

All other terms, conditions, and prices of the contract period shall remain the same.

C113256001 was established as a single feasible source. The changes made by this amendment clarify the needs of the state. The additional locations and time/material coverage will be re-advertised. It is in the best interests of the State of Missouri to amend the contract C113256001 with McQuay Factory Service and McQuay International.

Nicole Amend

28

Purchase Order Preparation by Requisition

Transaction ID	NR 300 22004000019	Total Amount	3,095.00
Line Number	001	Buyer	92
Status	AFZ	Commodity	91036
Requisition Date	09 / 05 / 13	Text Flag	No Text
Vendor	4104042300 6	Note Pad Indicator	<input type="checkbox"/>
Manuf Number		Name	
Delivery Date	09 / 13 / 13	New Buyer	<input type="checkbox"/>

Description			
HVAC MAINTENANCE AND REPAIR SERVICES			
Cost Data			
Original Unit Cost	3,095.000000	Unit	MO
Discount Code		Discount %	0.00
Tax Code		Tax Amount	0.00
Quantity Requested	1.000	Freight Amount	0.00
		Total Cost	3,095.00

REQUESTING TO AMEND C113256001 FOR CHILLER MAINTENANCE WITH MCQUAY FACTORY SERVICE AND MCQUAY INTERNATIONAL TO ADD THE FACILITES FROM THE PREVIOUS CONTRACT THAT WERE MISTAKINGLY OMITTED FROM THE CURRENT CONTRACT. THIS IS A SINGLE FEASIBLE SOURCE CONTRACT THAT PROVIDES PROPRIETARY MAINTENANCE SERVICE AND PARTS.

Open Requisition Header Inquiry

Transaction ID	NR 300 22004000019	Requisition Date	09 / 05 / 13
Requested by	REBECCA BRINKLEY	Phone	526-4135
Comments		Budget FY	14
Total Comm Lines	001	Offset Reserve Account	
Closed Date	/ /	Final Comm Lines	000
Last Print Date	/ /	Closed Amount	0.00
Modification Date	09 / 09 / 13	Requisition Amount	3,095.00
		Modification Number	01

Vendor	Responsible Parties	Controls	Delivery	Cost Details
Responsible Person	REBECCA BRINKLEY	Responsible Agency	300	
Responsible Org	2200	Organization Name	DIV OF FAC MGMT, DES	
PA Number	C113256001	Effective Mod	000	Effective Mod Date
Description	CHILLER MAINTENANCE			
Start Date	07 / 01 / 13	End Date	06 / 30 / 14	Buyer
Number of Orders	1	FOB Point	Destination	Pending Mods
Restriction Indicator		Renewal Indicator		Latest Mod
Renewal Days	120	Lag Days	000	Tax Code
Document Usage	Service Contract and Price Agreement		Auth Agency	300
Price Agreement Indicator	None		Auth Org	3490
Authorized Limit	999,999,999.99			
Encumbered Amount	6,190.00			
Expended Amount	6,190.00			
Closed Amount	6,190.00			
Remaining Balance	999,993,809.99			

9/5/13

1. Indicate Contract Amendment Type	
RENEWAL: _____ PERIOD OF _____ TOTAL _____	
_____ Renewal - % Increase _____ Cost Savings	Performance Security Deposit: \$ _____
_____ Renewal - \$ Increase _____ Cost Savings	Surety Bond: \$ _____
_____ Renewal - W/O Increase	Annual Wage Order Number: _____
_____ SFS Renewal - Prices In Original Contract	Annual Wage Order Date: _____
_____ SFS Renewal - Prices Not in Original Contract	County(ies): _____
EXTENSION PERIOD: _____	
_____ Extension - 30-Day	
_____ Termination	
_____ Extension - \$ Increase _____ Cost Savings	
_____ Extension - W/O Increase	
_____ Assignment	
_____ Cancellation/Termination	
<input checked="" type="checkbox"/> Other Amendment <i>add locations & language</i>	Other Instructions: _____

2.	Tasks	Route	Initial	Date
A.	Section 34.040.6, RSMo	Buyer/Section Support	NS	10/30
B.	DPMM Suspension List	Buyer/Section Support	NS	10/30
C.	Federal Suspension - SAM.GOV	Buyer/Section Support	NS	10/30
D.	Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support	NS	10/30
E.	Review of Participation Commitment Attainment - If app, Verify Receipt of 1 st Renewal - Blind/Shel Wkshp Affdvt	Buyer	N/A	-
F.	SFS Review/Justification - Insert Advertising Date, if applicable	Buyer	N/A	-
3.	Prepare Contract Amendment	Buyer/Section Support	NS	10/30
4.	Review/Approve Contract Amendment (If Signature Required)	Buyer	NS	11/30
	Initial Date Supervisor <i>NS 11/5/13</i> Section Manager <i>[Signature]</i> Asst Director <i>11-16/13</i>		Director	
5.	E-Mail/Fax Contract Amendment (If Signature Required)	Buyer/Section Support	NS	1/6
	Contractor E-Mail Address/Fax Number <i>jos.cordle@mcquay.com</i>			
	State Agency Contact E-Mail Address			
	Section 34.040.6, RSMo, Letter	Follow-Up Notes:		
6.	Review Contract Amendment Response - Verifications			
A.	Renewal/Extension Pricing	Buyer/Section Support	N/A	-
B.	Section 34.040.6, RSMo	Buyer/Section Support	NS	12/6
C.	Performance Security Deposit/Surety Bond	Buyer/Section Support	N/A	-
D.	Renewal/Extension with Cost Savings Language	Buyer	N/A	-
E.	Statewide Notice	Buyer	N/A	-
F.	SFS Authorized Limit \$	Buyer	N/A	-
G.	Contract Assignment Only Verifications - Complete unless completed in Step 2 above.			
	1. E-Verify Exhibit/Affidavit/Documentation	Buyer/Section Support		
	2. Assignment and Consent Form	Buyer/Section Support		
	3. DPMM Suspension List	Buyer/Section Support		
	4. Federal Suspension - SAM.GOV	Buyer/Section Support		
	5. Labor Stds - OA/FMDC Contractor Debarment Lists	Buyer/Section Support		
7.	Prepare Contract Amendment Award Document/Statewide Notice	Buyer/Section Support	NS	12/6
8.	Review/Approve Contract Amendment Award Document	Buyer	NS	12/6
	Initial Date Supervisor <i>NS 12/11/13</i> Section Manager <i>X</i> Asst Director <i>X</i>		Director	<i>X</i>
9.	Process Contract Amendment	Buyer/Section Support	<i>CR</i>	<i>12-17</i>
	AM 300 PMM <i>000 12-22</i>	Buyer/Section Support	<i>CR</i>	<i>12-17</i>
	Distribute E-Verify & SDV Documents	Buyer/Section Support	<i>X</i>	<i>12-17</i>
	E-Mail/Fax NOA to Contractor/Assignee & Agency Contact	Buyer/Section Support	<i>CR</i>	<i>12-17</i>
	Copy/Save As Statewide Notice to Internet Folder	Buyer/Section Support		
10.	Log Participation Commitment Information	Central Support-Participation		
11.	Image Contract Amendment Packet	Central Support-Imaging	<i>PT</i>	<i>12-26</i>

Becky Brinkley



NOTICE OF AWARD

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

CONTRACT NUMBER C113256001	CONTRACT TITLE Chiller Maintenance
AMENDMENT NUMBER N/A	CONTRACT PERIOD July 1, 2013 Through June 30, 2014
REQUISITION NUMBER NR 300 22003000079	VENDOR NUMBER 4104042300 6
CONTRACTOR NAME AND ADDRESS McQuay Factory Service and McQuay International 10623 Rene Street Lenexa, KS 66215	STATE AGENCY'S NAME AND ADDRESS State of Missouri Office of Administration Division of Facilities Management, Design and Construction Tipton Correctional Center
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing and Materials Management hereby establishes Contract C113256001 for use by the Office of Administration Division of Facilities Management, Design and Construction for Chiller Maintenance, pursuant to all terms, conditions, prices, and provisions of the attached agreement, including clarification email dated 4/29/13 from Joe Cordel of McQuay Factory Service and McQuay International, and the State of Missouri Terms and Conditions. All transactions between the Office of Administration Division of Facilities Management, Design and Construction and McQuay Factory Service and McQuay International shall reference the State of Missouri contract number.	
BUYER Rebecca Brinkley	BUYER CONTACT INFORMATION Email: rebecca.brinkley@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 4-30-13
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT James Miluski	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
SINGLE FEASIBLE SOURCE PROCUREMENT (SFS)

SFS NO.: BIZ13256
TITLE: Chiller Maintenance
ISSUE DATE: 04/15/13

REQ NO.: NR 300 22003000079
BUYER: Rebecca Brinkley
PHONE NO.: (573)751-5341
E-MAIL: rebecca.brinkley@oa.mo.gov

TO: McQuay Factory Service
10623 Rene Street
Lenexa, KS 66215

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

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

CONTRACT PERIOD: Effective Date of Award through One Year

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

Office of Administration
Division of Facilities Management Design and Construction
Tipton Correctional Center
619 North Osage, Tipton, 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 01/26/12). The identified company further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management 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 McQuay Factory Service and McQuay International		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. AAF-McQuay Inc.	
MAILING ADDRESS 10623 Rene Street CITY, STATE, ZIP CODE Lenexa, KS 66215		IRS FORM 1099 MAILING ADDRESS 13600 Industrial Park Boulevard CITY, STATE, ZIP CODE Minneapolis, MN 55441	
CONTACT PERSON Joe Cordle		EMAIL ADDRESS joe.cordle@mcquay.com	
PHONE NUMBER (913) 492-8885		FAX NUMBER (913) 492-1072	
TAXPAYER ID NUMBER (TIN) 41-0404230	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN)	
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 April 23, 2013	
PRINTED NAME Gerald R. Johnson		TITLE Assistant Secretary	

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

- 1.1.1 Establishment of Contract: In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing and Materials Management desires to enter into a contract with McQuay Factory Service as a single feasible source for chiller maintenance for the Office of Administration, Facilities Management, Design and Construction. 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 and Materials Management'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 and Materials Management 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 and Materials Management 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 and Materials Management 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 Price:

- 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 shall include all packing, handling, shipping and freight charges FOB Destination, Freight Prepaid and Allowed. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced herein, or as otherwise specifically stated and allowed by the SFS.

2.4 Payment Terms:

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

2.5 Insurance:

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

2.6 Contractor Liability:

- 2.6.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.6.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.6.3 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.

2.7 Coordination:

- 2.7.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available

by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.8 Replacement of Damaged Product:

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

2.9 Substitutions:

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

2.9.2 In the event an item becomes unavailable, the contractor shall be responsible for providing a suitable substitute item. The contractor's failure to provide an acceptable substitute may result in cancellation or termination of the contract.

2.9.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.

2.9.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.

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

2.10 Prices Must Be Lowest:

2.10.1 The contractor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

2.11 Business Compliance:

2.11.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document 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 and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- 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)

2.12 Delivery Performance:

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

2.13 Compliance with Terms and Conditions:

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

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

2.13.3 The contractor's terms and conditions, including any pre-printed documents which must be executed in order to provide the goods/services required in the SFS, must be submitted herein. The contractor shall be required to do one of the following if terms and conditions are submitted: (1) The contractor must clearly state on the first page of each of their terms and conditions documents the following, "In the event of conflict between any of the ("name of company") terms and conditions and those contained in the SFS B1Z0XXX, the SFS shall govern" or (2) Sign the signature block in Exhibit A, entitled "Addendum to the Contractor's Terms and Conditions". Failure to place this statement with the contractor's terms and conditions or not signing Exhibit A and/or taking exception to the State's terms and conditions may prohibit the State of Missouri from doing business with the contractor.

2.14 Hazardous Materials Data Sheet and Labeling:

2.14.1 The State of Missouri, Division of Purchasing and Materials Management, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a material safety data sheet and warning labels with each shipment. Therefore, the contractor must comply with this mandatory requirement for all commodities which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

2.15 Federal Funds Requirement:

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

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

2.16 Debarment Certification:

2.16.1 The contractor certifies by signing the signature page of this original document and any amendment 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 C** with their SFS response. This document must be satisfactorily completed prior to award of the contract.

2.17 Contractor's Personnel:

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

2.17.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

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

2.17.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

(1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

(2) Provide to the Division of Purchasing and Materials Management 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 and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.17.5 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

2.18 Affidavit of Work Authorization and Documentation:

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

2.19 Termination:

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

2.20 Estimated Quantities:

- 2.20.1 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.

2.21 Confidentiality and Security Documents:

- 2.21.1 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.

2.22 Report Requirement:

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

2.23 Business Associate Provisions:

- 2.23.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, 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 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) "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.
- 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
- 3) "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 below.

- 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) "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).
 - 6) "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.
 - 7) "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.
 - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
 - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

2.23.2 Permitted uses and disclosures of Protected Health Information:

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

2.23.3 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, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but 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) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
 - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
 - 5) 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 42 USCA §17932 and 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. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 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 set directly to the individual for whom such information relates.

- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident 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.
- j. 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 such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. 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 for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. 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.
- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate

Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

- p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

2.23.4 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 HIPAA and the regulations promulgated thereunder.

2.23.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

2.23.6 Breach of Contract - In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

3. AGENCY RESPONSIBILITIES:

3.1 General

- 3.1.1 The state agency will operate all chillers within the design parameters of the equipment.

- 3.1.2 The state agency will maintain water treatment on all water sides of the equipment. A qualified water treatment firm shall be retained for the equipment under this standard.
- 3.1.3 The state agency will be responsible for any coil cleaning recommended by the contractor as well as keeping debris removed from around machines if applicable.
- 3.1.4 The state agency will provide twenty-four (24) hour equipment access as required to support the contractor.
- 3.1.5 The state agency reserves the right to observe and witness any and all inspections, testing, and repair service performed by the contractor.

4. CONTRACTUAL REQUIREMENTS

4.1 General

- 4.1.1 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.
- 4.1.2 The contractor shall respond to service calls between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding state holidays (hereinafter referred to as "Normal Business Hours") within eight (8) hours from the time the call is placed.
- 4.1.3 The contractor shall understand that the state agency shall have the authority to make spot inspections at any time to ensure contractor compliance with the requirements stated herein.
- 4.1.4 The contractor shall coordinate all inspections and service with the state agency during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday; provided the equipment is not needed to satisfy the buildings cooling demand.
- 4.1.5 The contractor shall provide twenty-four (24) hours per day, seven (7) days per week emergency service in response to equipment failure. The contractor's service personnel must be at the state agency location within four (4) hours after being notified by the state agency of an equipment failure requiring emergency response. The contractor must initiate equipment repairs immediately once failure diagnosis is made.
- 4.1.6 The contractor shall provide chiller system maintenance, service, and inspections and testing through a Full-Service Maintenance Program at the state agency facility for two (2) ALS 280 air cooled screw chillers, and as further described herein.
- 4.1.7 The contractor shall agree and understand that the state agency is not responsible for any cost associated with replacement parts when installed without the state agency's prior written consent.
- 4.1.8 The contractor must exercise precaution at all times for the protection of persons and property.
- 4.1.9 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.

4.2 Full Service Maintenance Program -- General Requirements:

- 4.2.1 The contractor shall provide on-going monthly Full-Service Maintenance Programs at the locations listed below. Pricing for this Full-Service Maintenance coverage shall be as stated on the Pricing Page specific to the state agency facility.
 - a. The Tipton Correctional Center located at 619 North Osage, Tipton, Missouri

- 4.2.2 If the state agency facility is covered under a Full-Service Maintenance Program, then as part of the primary service the contractor provides to the State of Missouri, the contractor shall be responsible for all repair and preventive maintenance on the system, except as stated herein. Any costs for repair or preventive maintenance shall be included and built into the monthly maintenance price shown on the Pricing Page specific to the state agency facility with the exceptions stated below in paragraph 4.2.3.
- 4.2.3 Unless stated elsewhere herein, exceptions to paragraph 4.2.2 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 Full-Service Maintenance Program shall be limited to the following: repair work necessitated due to the state agency's direct damage to the system, system upgrades requested and authorized by the state agency, or system 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 a Full-Service Maintenance Program. The cost for labor and parts for repair work done in these instances shall be as indicated on the Pricing Page.
- 4.2.4 Full Service Maintenance Programs shall include all maintenance/supplies, including, but not limited to, the inspection, servicing, and maintaining of the equipment identified herein, as needed in order to maintain the 100 percent operational availability for building cooling service of such equipment. The contractor shall provide all labor, parts, refrigerant, oil, and other materials as needed. The contractor shall be responsible for the resolution of any equipment problems. Including all McQuay control panels and associated refrigeration and water controls linked to such control panels, including all valves, gauges, and insulation located on the chillers or required for chiller operation plus all chiller starters, VFD's and interconnecting wiring from the starters to the chiller(s).
- 4.2.5 The contractor shall perform annual and operational inspections services as part of the Full Service Maintenance Program.
- a. The Contractor shall schedule annual inspections in advance with the facility Plant Maintenance Engineer or designee.
 - b. The contractor shall document all work performed on the contractor's standard inspection sheet.
 - c. The contractor shall remedy all problems found during such operational inspections as quickly as possible.

4.3 Full Service Maintenance Program – Tipton Correctional Center:

- 4.3.1 In addition to the requirements listed herein for Full Service Maintenance Programs, the following services will be included in the Full Service Maintenance Program at the Tipton Correctional Center.
- 4.3.2 The contractor shall be responsible for any equipment damage that occurs as a direct result of the contractor's chiller maintenance program. In the event any equipment is damaged, the contractor shall clean, repair, or replace the equipment, as determined necessary by the state agency, at no additional charge to the State of Missouri.
- 4.3.3 The contractor must have ownership of manufacturer's software for programming the controller.
- 4.3.4 The contractor must subscribe to or have access to all factory engineering updates, service bulletins, etc. regarding the ALS Chiller line.
- 4.3.5 The contractor shall install compressor soft starts as stated for the discount off manufacture's list price for parts/supplies as indicated on the Pricing Page, with labor required to install the soft starts included in the monthly maintenance price as stated on the Pricing Page for the Full Service Maintenance Program at Tipton Correctional Center.
- 4.3.6 In the event compressor replacement is required; the state agency shall be responsible for any cost exceeding \$4,500 for the compressor with labor required to install the replacement compressor included in the monthly maintenance price as stated on the Pricing Page for the Full Service Maintenance Program at Tipton Correctional Center.

4.3.7 The Contractor's annual inspections included as part of the Full-Service Maintenance Program at the Tipton Correctional Center including, but not limited to the following requirements:

- a. Inspect for refrigerant and oil leaks.
- b. Inspect vibration eliminators and water piping for leaks.
- c. Check freeze protection, evaporator and piping heaters, glycol content.
- d. Check refrigerant in sight glass.
- e. Check compressor oil presence in sight glass, if applicable.
- f. Inspect and tighten electrical connections.
- g. Check relays and operating/safety contents.
- h. Check crankcase heater operation.
- i. Meg Hermetic Motor.
- j. Check operation of electronic expansion valve.
- k. Perform Micro Tech Check, log and list fault analysis, analyze performance.
- l. Check condenser coils.
- m. Check condenser fan operation.

4.3.8 The contractor shall perform two (2) operational inspections included as part of the Full-Service Maintenance Program at the Tipton Correctional Center during the "peak cooling period" of each year including, but not limited to, the following:

- a. Inspect for refrigerant and oil leaks.
- b. Inspect vibration eliminators and water piping for leaks.
- c. Replace all filter/drier cores each year with Sporlan Catch-all Filter/Drier RCW-48 or ALCO UK48
- d. Check refrigerant in sight glass.
- e. Check compressor oil presence in sight glass, if applicable.
- f. Inspect and tighten electrical connections.
- g. Check relays and operating/safety contents.
- h. Perform, log and list fault analysis, analyze performance.
- i. i. Check condenser coils.
- j. Check condenser fan operation.
- k. Take and record water side pressure drops across vessels.

Warranty:

4.7.1 The contractor shall provide service and repair for all parts, either previously installed or installed during the contract period for the life of the contract. If parts are installed during the final contract period, the contractor must provide a minimum of a twelve (12) month warranty on that specific part which shall survive the final date of the last contract period.

4.8 Other Requirements:

4.8.1 A written report will be provided to the Plant Maintenance Engineer or designee along with a projection on equipment which may cause problems.

4.8.2 The contractor shall schedule all site visits to the facility with the Plant Maintenance Engineer or designee. Any site visit must be approved by the Plant Maintenance Engineer.

4.8.3 The contractor shall comply with all aspects of the Clean Air Act of 1990. All service technicians provided by the contractor shall be EPA certified "universal", and the contractor shall provide the state agency with proof of certification if requested. The contractor shall handle all refrigerant, oil, and related material(s) as required by the Clean Air Act.

4.4 Liquidated Damages:

4.4.1 The contractor shall agree and understand that the provision of the chiller maintenance in accordance with the requirements and delivery schedule stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery schedules, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

4.4.2 In the event that the contractor fails to maintain the operational availability of any piece of equipment identified herein, the contractor shall be assessed liquidated damages in the amount of \$500.00 or each twenty-four (24) hour period for each day in excess of five (5) sequential days, after notification by the state agency that a chiller unit is out of service.

4.4.3 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

4.4.4 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

4.4.5 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

4.4.6 Such provision shall apply only during the "peak cooling times" of April 1 thru October 31 of each year. The state agency may waive the penalty fees if the building comfort conditions are being satisfied by the other available chiller equipment and the contractor is repairing the out of service equipment as expeditiously as possible. This determination shall be based on a day-by-day assessment by the state agency.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
	The bidder shall conform to the specifications contained herein. All prices quoted shall be considered firm and fixed.			
001	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed monthly price for full service maintenance/supplies specified herein for equipment located at the Tipton Correctional Center	12	Per Month	\$3,095
002	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, Fixed Price Per hour for Labor Normal Business Hours 8AM-5PM Mondays-Fridays	1	HR	\$95.00
003	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm Fixed Price Per hour for Labor Other than Normal Business Hours Mondays- Fridays	1	HR	\$142.50
004	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, Fixed Price Per hour for Labor Weekends & Holidays	1	HR	\$190.00
005	C/S Code: 91036 <i>HVAC Maintenance and Repair Services</i> Firm, fixed percentage discount to be applied to current manufacturer's list/catalog price for parts and supplies. The firm, fixed percentage discount shall remain the same throughout the duration of the contract.	1	PCNT	15%

Renewal Option:

The Division of Purchasing and Materials Management 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 + 3 % OR original price - -- %

2nd Renewal Period: original price + 3 % OR original price - -- %

Warranty:

The contractor must provide the manufacturer's standard product warranty on any item provided under contract. 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: 30 days

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)

	April 23, 2013
AUTHORIZED SIGNATURE	DATE
Gerald R. Johnson	Assistant Secretary
PRINTED NAME	TITLE
AAF-McQuay Inc. dba McQuay Factory Service & McQuay International	
VENDOR'S COMPANY NAME	

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.

- 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.dhs.gov/files/programs/gc_1185221678150.shtm.
- 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 and Materials Management.

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 SFS B1Z13256 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 Purchasing and Materials Management 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 file 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 AAF-McQuay Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Gerald R. Johnson
Authorized Business Entity Representative's
Name (Please Print)


Authorized Business Entity
Representative's Signature

AAF-McQuay Inc.
Business Entity Name

April 23, 2013
Date

Karen.fallstrom@daikinmcquay.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.dhs.gov/files/programs/gc_1185221678150.shtm; 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.

E-Verify

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 Gerald R. Johnson (Name of Business Entity Authorized Representative) as Assistant Secretary (Position/Title) first being duly sworn on my oath, affirm AAF-McQuay 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 AAF-McQuay 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.)

Gerald R. Johnson

Authorized Representative's Signature

Gerald R. Johnson

Printed Name

Assistant Secretary
Title

April 23, 2013

Date

Karen.fallstrom@daikinmcquay.com

E-Mail Address

113583

E-Verify Company ID Number

Subscribed and sworn to before me this 23rd of April, 2013. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Hennepin, State of
(NAME OF COUNTY)

Minnesota, and my commission expires on Jan 31 2017.
(NAME OF STATE) (DATE)

Karen Ann Fallstrom

Signature of Notary

April 23, 2013

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

EXHIBIT C
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.

AAF-McQuay Inc.	17-271-9437
Company Name	DUNS #
Gerald R. Johnson	Assistant Secretary
Authorized Representative's Printed Name	Authorized Representative's Title
	April 23, 2013
<i>Authorized Representative's Signature</i>	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.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

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 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 the DPMM 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.

Revised 01/26/12

END OF DOCUMENT



Employment Eligibility Verification



Welcome

User ID

Last Login
10:55 AM - 08/28/2010

Log Out

- Home
- My Company Locations
- Add New Location
- View Existing Locations
- Add New User
- View Existing Users
- Close Company Accounts
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Corporate Account
- Edit Corporate Profile
- Add New Administrator
- View Existing Administrators
- Close Corporate Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- View User Manual
- Contact Us

Edit Corporate Profile

Name and Location Information

[View / Edit](#)

Company ID Number: 113583
 Company Name: McQuay International
 Doing Business As (DBA) Name:
 DUNS Number:

Address 1:	13600 Industrial Park Blvd	Alt Address 1:
Address 2:		Alt Address 2:
City:	Plymouth	Alt City:
State:	MN	Alt State:
Zip Code:	55441	Alt Zip Code:

Additional Information

Parent Organization:

Corporate Administrator (s): 21

[View / Edit](#)

Brinkley, Rebecca

From: Brinkley, Rebecca
Sent: Monday, April 29, 2013 3:16 PM
To: 'Cordle, Joe W.'
Subject: RE: SFS Renewal Pricing Question

Joe,

Not a problem. I just wanted to clarify and confirm. You'll be receiving the Notice of Award in the next day or two.

Thank you.

Rebecca Brinkley, Buyer II
Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
PO Box 809 (65102-0809)
Jefferson City, MO 65101
rebecca.brinkley@oa.mo.gov
Phone: (573) 751-5341
Fax: (573) 526-9816

From: Cordle, Joe W. [<mailto:Joe.Cordle@daikinmcquay.com>]
Sent: Monday, April 29, 2013 3:13 PM
To: Brinkley, Rebecca
Subject: RE: SFS Renewal Pricing Question

Ms. Brinkley,
If this can be submitted as written we can leave it the same. I understand the 2nd and 3rd year would be the same.
Thank you

Joe Cordle
Service Sales Representative
McQuay Service
Cell: 913-912-9763
Office: 913-492-8885 ext 204

From: Brinkley, Rebecca [<mailto:Becky.Brinkley@oa.mo.gov>]
Sent: Monday, April 29, 2013 1:17 PM
To: Cordle, Joe W.
Subject: SFS Renewal Pricing Question

Joe,

I was just finishing up this award and noticed that the renewal pricing submitted is the same percentage for both renewals. Pursuant to the renewal language below, the percentages submitted are calculated against the original pricing, and is not cumulative.

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.

Therefore, please understand that the maximum allowable renewal pricing for the second renewal will be the same as the maximum allowable pricing as the first renewal, since both are submitted at 3%.

Please confirm your intent on the renewal pricing.

Thank you.

Rebecca Brinkley, Buyer II
Office of Administration
Division of Purchasing and Materials Management
301 West High Street, Room 630
PO Box 809 (65102-0809)
Jefferson City, MO 65101
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