



NOTICE OF CONTRACT RENEWAL

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

B1214006

CONTRACT NUMBER C114206001	CONTRACT TITLE Fire Alarm System Testing/Inspection & Maintenance
AMENDMENT NUMBER 004	CONTRACT PERIOD March 23, 2016 through March 22, 2017
REQUISITION NUMBER NR 300 22006000043	VENDOR NUMBER 5826088610 4
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 3787 Rider Trail South Earth City, MO 63045	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction Various Locations throughout the State. Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114206001 is hereby amended pursuant to the attached amendment #004, dated 2/1/16.	
BUYER Melissa Sackett	BUYER CONTACT INFORMATION Email: melissa.sackett@oa.mo.gov Phone: (573) 526-2716 Fax: (573) 526-9816
SIGNATURE OF BUYER <i>Melissa Sackett</i>	DATE 3/1/16
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT <i>Kevin Berger</i>	



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

AMENDMENT NO.: 004
CONTRACT NO.: C114206001
TITLE: Fire Alarm System Testing/Inspection & Maintenance
ISSUE DATE: 1/22/16

REQ NO.: NR 300 22006000043
BUYER: Melissa Sackett
PHONE NO.: (573) 526-2716
E-MAIL: melissa.sackett@oa.mo.gov

TO: SimplexGrinnell LP
3787 Rider Trail South
Earth City, MO 63045

RETURN AMENDMENT BY NO LATER THAN: 1/29/16 AT 5:00 PM CENTRAL TIME

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

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

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

Office of Administration
Divisions of Facilities Management, Design & Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME SimplexGrinnell LP	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Simplex Grinnell LP
MAILING ADDRESS 3787 Rider Trail South	IRS FORM (999) MAILING ADDRESS 3787 Rider Trail South
CITY, STATE, ZIP CODE Earth City, MO 63045	CITY, STATE, ZIP CODE Earth City, MO 63045

CONTACT PERSON Glenn Reynolds		EMAIL ADDRESS Greynolds@simplexgrinnell.com	
PHONE NUMBER (573)257-7346		FAX NUMBER (314)739-3755	
TAXPAYER ID NUMBER (TIN) 58-2608861	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	VENDOR NUMBER (IF KNOWN) 58260886104	
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 2/1/16	
PRINTED NAME Mark Reynolds II		TITLE Total Service Manager	

AMENDMENT #004 TO CONTRACT C114206001

CONTRACT TITLE: Fire Alarm System Testing/Inspection and Maintenance

CONTRACT PERIOD: March 23, 2016 through March 22, 2017

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 (10% 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>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT PRICE</u>
007	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	\$1,861 TOTL
008	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	\$22,596 TOTL
009	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Marshall Habilitation Center Located in Marshall, MO	\$3,162 TOTL
010	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Marshall Habilitation Center Located in Marshall, MO	\$25,088 TOTL
011	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Southeast Missouri Mental Health Center Located in Farmington, MO	\$970 TOTL
012	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Southeast Missouri Mental Health Center Located in Farmington, MO	\$11,510 TOTL
013	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Missouri Sex Offenders Treatment Center Located in Farmington, MO	\$897 TOTL

014	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Missouri Sex Offenders Treatment Center Located in Farmington, MO	\$4,894 TOTL
015	C/S Code: 99042 FIRE AND SAFETY SERVICES Semi-annual fire alarm system St. Charles Habilitation Center Located in St. Charles, MO	\$1,413 TOTL
016	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system St. Charles Habilitation Center Located in St. Charles, MO	\$7,866 TOTL
017	C/S Code: 99042 FIRE AND SAFETY SERVICES Semi-annual fire alarm system South County Habilitation Center Located in St. Louis, MO	\$696 TOTL
018	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system South County Habilitation Center Located in St. Louis, MO	\$8,054 TOTL
019	C/S Code: 99042 FIRE AND SAFETY SERVICES Semi-annual fire alarm system Kirksville Regional Center Located in Kirksville, MO	\$59 TOTL
020	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Kirksville Regional Center Located in Kirksville, MO	\$992 TOTL
021	C/S Code: 99042 FIRE AND SAFETY SERVICES Semi-annual fire alarm system Springfield Regional Center Located in Springfield, MO	\$500 TOTL

022	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Springfield Regional Center Located in Springfield, MO	\$1,292 TOTL
023	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Delmar Cobble State School Located in Columbia, MO	\$59 TOTL
024	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Delmar Cobble State School Located in Columbia, MO	\$318 TOTL
025	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system E.W. Thompson State School Located in Sedalia, MO	\$59 TOTL
026	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system E.W. Thompson State School Located in Sedalia, MO	\$731 TOTL
027	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Rolling Meadow State School Located in Higginsville, MO	\$274 TOTL
028	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Rolling Meadow State School Located in Higginsville, MO	\$1,173 TOTL
029	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Oakview State School Located in Monett, MO	\$374 TOTL

030	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Oakview State School Located in Monett, MO	\$613 TOTL
031	C/S Code: 99042 FIRE AND SAFETY SERVICES Semi-annual fire alarm system Cedar Ridge State School Located in Nevada, MO	\$374 TOTL
032	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Cedar Ridge State School Located in Nevada, MO	\$846 TOTL
033	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Wainwright State Office Building Located at 111 North 7 th Street, St. Louis, MO.	\$5,532 TOTL
034	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Millcreek State Office Building Located at 220 S. Jefferson Street, St. Louis, MO	\$757 TOTL
035	C/S Code: 99042 FIRE AND SAFETY SERVICES Annual fire alarm system Central Service Center Located at 9900 Page, St. Louis, MO	\$2,507 TOTL
036	C/S Code: 99042 FIRE AND SAFETY SERVICES Firm Fixed Price per hour for Labor, Normal Business Hours 8AM-5PM Mondays- Fridays	\$164/HR
037	C/S Code: 99042 FIRE AND SAFETY SERVICES Firm Fixed Price per hour for Labor, After Business Hours Mondays- Fridays	\$246/HR

038

C/S Code: 99042
FIRE AND SAFETY SERVICES
Firm Fixed Price Per hour for Labor,
Weekends

\$246/HR

039

C/S Code: 99042
FIRE AND SAFETY SERVICES
Firm, fixed discount off current manufacturer's
List price for parts and supplies

15%



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://oa.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C114206001	CONTRACT TITLE Fire Alarm System Testing/Inspection & Maintenance
AMENDMENT NUMBER 003	CONTRACT PERIOD March 23, 2015 through March 22, 2016
REQUISITION NUMBER NR 300 22005000097	VENDOR NUMBER 5826088610 4
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 3787 Rider Trail South Earth City, MO 63045	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction Various Locations throughout the State Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114206001 is hereby amended pursuant to the attached amendment #003, dated 03/11/2015.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/12/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 003
CONTRACT NO.: C114206001
TITLE: Fire Alarm System Testing/Inspection & Maintenance
ISSUE DATE: 3/5/2015

REQ NO.: NR 300 22005000097
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: SimplexGrinnell LP
3787 Rider Trail South
Earth City, MO 63045

RETURN AMENDMENT BY NO LATER THAN: 3/11/2015 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.backes@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
Divisions of Facilities Management, Design & Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME SimplexGrinnell LP		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. Simplexgrinnell LP	
MAILING ADDRESS 3787 Rider Trail South		IRS FORM 1099 MAILING ADDRESS 3787 Rider Trail South	
CITY, STATE, ZIP CODE Earth City, MO 63045		CITY, STATE, ZIP CODE Earth City, MO 63045	
CONTACT PERSON Glenn Reynolds		EMAIL ADDRESS greynolds@simplexgrinnell.com	
PHONE NUMBER 573-257-7346		FAX NUMBER 314-739-3755	
TAXPAYER ID NUMBER (TIN) 58-2608861	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FBIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 58260886104
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE 3-11-15	
PRINTED NAME James Bazzell		TITLE Total Service Manager.	

AMENDMENT #003 TO CONTRACT C114206001**CONTRACT TITLE:** Fire Alarm System Testing/Inspection and Maintenance**CONTRACT PERIOD:** March 23, 2015 through March 22, 2016

Effective immediately, the State of Missouri hereby deletes line items 001 through 006 from the referenced contract. The Missouri Department of Corrections desires to delete semi-annual and annual fire alarm system maintenance for Western Reception Diagnostic Correctional Center, Farmington Correctional Center, and Potosi Correctional Center. These facilities instead will obtain system testing and inspection on a time and materials basis under the contract. As a result, Western Reception Diagnostic Correctional Center, Farmington Correctional Center, and Potosi Correctional Center shall be added as paragraph 3.2.3 (q) through (s) as follows.

- q. Western Reception Diagnostic Correctional Center – 3401 Faran St., St. Joseph, MO
- r. Farmington Correctional Center – 1012 W Columbia St., Farmington, MO
- s. Potosi Correctional Center – 11593 State Hwy O, Mineral Point, MO

All other terms, conditions, prices and the percentage discount of the original contract as modified by subsequent amendment shall remain the same and apply hereto.

The contractor shall sign this document and acceptance and return it on or before 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://oa.mo.gov/purchasing-materials-management>

CONTRACT NUMBER C114206001	CONTRACT TITLE Fire Alarm System Testing/Inspection & Maintenance
AMENDMENT NUMBER 002	CONTRACT PERIOD March 23, 2015 through March 22, 2016
REQUISITION NUMBER NR 300 22005000082	VENDOR NUMBER 5826088610 4
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 3787 Rider Trail South Earth City, MO 63045	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction Various Locations throughout the State Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114206001 is hereby amended pursuant to the attached amendment #002, dated 02/27/2015.	
BUYER Nicolle Backes	BUYER CONTACT INFORMATION Email: Nicolle.backes@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/11/15
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

AMENDMENT NO.: 002
CONTRACT NO.: C114206001
TITLE: Fire Alarm System Testing/Inspection & Maintenance
ISSUE DATE: 01/21/2015

REQ NO.: NR 300 22005000082
BUYER: Nicolle Backes
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.backes@oa.mo.gov

TO: SimplexGrinnell LP
3787 Rider Trail South
Earth City, MO 63045

RETURN AMENDMENT BY NO LATER THAN: 01/29/2015 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.backes@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
Divisions of Facilities Management, Design & Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME SimplexGrinnell LP
MAILING ADDRESS 3787 Rider Trail South
CITY, STATE, ZIP CODE Earth City, MO 63045

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. SimplexGrinnell LP
IRS FORM 1099 MAILING ADDRESS 3787 Rider Trail South
CITY, STATE, ZIP CODE Earth City, MO 63045

CONTACT PERSON Glenn Reynolds		EMAIL ADDRESS Greynolds@simplexgrinnell.com	
PHONE NUMBER (573)257-7346		FAX NUMBER (314)739-3755	
TAXPAYER ID NUMBER (TIN) 58-2608861	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 5826088610 4
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 2/27/2015	
PRINTED NAME Jim Bazzell		TITLE Total Service Manager	



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://oa.mo.gov/purchasing-materials-management>

Karen S. Boeger
Director

3/2/2015

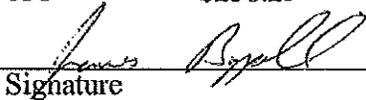
SimplexGrinnell LP
3787 Rider Trail South
Earth City, MO 63045

Re: Renewal of Contract C114206001, Fire Alarm System Testing/Inspection & Maintenance

I have received the amendment for renewal of the above-referenced contract which indicates a price increase for the new contract period. While you are allowed an increase per the contract, the prices you submitted exceed the maximum amount allowed per the contract for the line items listed below.

I have indicated below the maximum allowable prices for these line items. Please indicate acknowledgment and acceptance of the listed prices by signing immediately beneath on the line provided, and return this letter to me.

(item #)	\$(maximum allowable price)
036	\$157.50
037	\$236.25
038	\$236.25


Signature

3-2-15
Date

Your prompt attention to this matter will ensure more timely finalization of your contract.

Sincerely,

Nicolle Backes

AMENDMENT #002 TO CONTRACT C114206001

CONTRACT TITLE: Fire Alarm System Testing/Inspection and Maintenance

CONTRACT PERIOD: March 23, 2015 through March 22, 2016

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 (**5% 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>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>UNIT PRICE</u>
001	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES S</i> Semi-annual fire alarm system Western Reception Diagnostic Correctional Center Located in St. Joseph, MO	\$1,840.00 TOTL
002	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Western Reception Diagnostic Correctional Center Located in St. Joseph, MO	\$26,362.00 TOTL
003	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Farmington Correctional Center Located in Farmington, MO	\$4,707.00 TOTL
004	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Farmington Correctional Center Located in Farmington, MO	\$31,422.00 TOTL
005	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Potosi Correctional Center Located in Potosi, MO	\$969.00 TOTL
006	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Potosi Correctional Center Located in Potosi, MO	\$13,346.00 TOTL
007	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	\$1,789.00 TOTL
008	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	\$21,726.00 TOTL

009	C/S Code: 99042	\$3,040.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
Marshall Habilitation Center		
Located in Marshall, MO		
010	C/S Code: 99042	\$24,123.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Marshall Habilitation Center		
Located in Marshall, MO		
011	C/S Code: 99042	\$932.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
Southeast Missouri Mental Health Center		
Located in Farmington, MO		
012	C/S Code: 99042	\$11,067.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Southeast Missouri Mental Health Center		
Located in Farmington, MO		
013	C/S Code: 99042	\$862.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
Missouri Sex Offenders Treatment Center		
Located in Farmington, MO		
014	C/S Code: 99042	\$4,705.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Missouri Sex Offenders Treatment Center		
Located in Farmington, MO		
015	C/S Code: 99042	\$1,358.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
St. Charles Habilitation Center		
Located in St. Charles, MO		
016	C/S Code: 99042	\$7,563.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
St. Charles Habilitation Center		
Located in St. Charles, MO		
017	C/S Code: 99042	\$669.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
South County Habilitation Center		
Located in St. Louis, MO		

027	C/S Code: 99042	\$263.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
Rolling Meadow State School		
Located in Higginsville, MO		
028	C/S Code: 99042	\$1,127.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Rolling Meadow State School		
Located in Higginsville, MO		
029	C/S Code: 99042	\$359.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
Oakview State School		
Located in Monett, MO		
030	C/S Code: 99042	\$589.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Oakview State School		
Located in Monett, MO		
031	C/S Code: 99042	\$359.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Semi-annual fire alarm system		
Cedar Ridge State School		
Located in Nevada, MO		
032	C/S Code: 99042	\$813.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Cedar Ridge State School		
Located in Nevada, MO		
033	C/S Code: 99042	\$5,319.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Wainwright State Office Building		
Located at 111 North 7 th Street, St. Louis, MO.		
034	C/S Code: 99042	\$727.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Millcreek State Office Building		
Located at 220 S. Jefferson Street, St. Louis, MO		
035	C/S Code: 99042	\$2,410.00 TOTL
<i>FIRE AND SAFETY SERVICES</i>		
Annual fire alarm system		
Central Service Center		
Located at 9900 Page, St. Louis, MO		

036	C/S Code: 99042	\$160.00_/HR
<i>FIRE AND SAFETY SERVICES</i>		
Firm Fixed Price per hour for Labor, Normal Business Hours 8AM-5PM Mondays- Fridays		
037	C/S Code: 99042	\$240.00_/HR
<i>FIRE AND SAFETY SERVICES</i>		
Firm Fixed Price per hour for Labor, After Business Hours Mondays- Fridays		
038	C/S Code: 99042	\$240.00_/HR
<i>FIRE AND SAFETY SERVICES</i>		
Firm Fixed Price Per hour for Labor, Weekends		
039	C/S Code: 99042	_15%
<i>FIRE AND SAFETY SERVICES</i>		
Firm, fixed discount off current manufacturer's List price for parts and supplies		



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 C114206001	CONTRACT TITLE Fire Alarm System Testing/Inspection & Maintenance
AMENDMENT NUMBER 001	CONTRACT PERIOD March 23, 2014 through March 22, 2015
REQUISITION NUMBER NR 931 YYY14709159	VENDOR NUMBER 5826088610 4
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 3787 Rider Trail South Earth City, MO 63045	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction Various Locations throughout the State Department of Corrections Various Locations throughout the State
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C114206001 is hereby amended pursuant to the attached amendment #001, dated 05/12/2014.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 5/19/14
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.: C114206001
TITLE: Fire Alarm System Testing/Inspection & Maintenance
ISSUE DATE: 05/02/2014

REQ NO.: NR 931 YYY14709159
BUYER: Nicolle Skaggs
PHONE NO.: (573) 751-5341
E-MAIL: Nicolle.skaggs@oa.mo.gov

TO: SimplexGrinnell LP
3787 Rider Trail South
Earth City, MO 63045

RETURN AMENDMENT BY NO LATER THAN: 05/12/2014 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
Divisions of Facilities Management, Design & Construction
Various Locations throughout the State

Department of Corrections
Various Locations throughout the State

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME SimplexGrinnell		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. SimplexGrinnell	
MAILING ADDRESS 3787 Rider Trail South CITY, STATE, ZIP CODE Earth City, MO 63045		IRS FORM 1099 MAILING ADDRESS 3787 Rider Trail South CITY, STATE, ZIP CODE Earth City, MO 63045	
CONTACT PERSON Paul Troutman		EMAIL ADDRESS ptroutman@simplexgrinnell.com	
PHONE NUMBER 573-230-3317		FAX NUMBER 314-739-3755	
TAXPAYER ID NUMBER (TIN) 58-2608861	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 5826088610 4
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 05/12/2014	
PRINTED NAME Paul Troutman		TITLE PSR	

AMENDMENT #001 TO CONTRACT C114206001

CONTRACT TITLE: Fire Alarm System Testing/Inspection and Maintenance

CONTRACT PERIOD: March 23, 2014 through March 22, 2015

Effective immediately, The State of Missouri desires to amend the above referenced contract to add the following language.

3.11 Security Clearance:

3.11.1 The contractor and the contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract at any Department of Corrections, Department of Mental Health, the Missouri State Highway Patrol; and Office of Administration/Facilities Management, Design and Construction building.

3.11.2 By no later than fifteen (15) calendar days after notification of award, the contractor shall provide the following:

- a. For the contractor's personnel assigned to provide services at any Department of Corrections or Department of Mental Health building, the contractor must submit a list of names, social security numbers and dates of birth of the contractor's personnel to the Department of Corrections or Department of Mental Health.
- b. For the contractor's personnel assigned to provide services at any Missouri State Highway Patrol building, the contractor must submit a list of names, social security numbers and dates of birth of the contractor's personnel to: The Missouri Highway Patrol, Attn: Service Level Manager, 1510 E. Elm Street, PO Box 568, Jefferson City, Missouri, 65102.
- c. For the contractor's personnel assigned to provide services at any Office of Administration, Facility Management Design and Construction building, the contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction.

3.11.3 For each new person assigned to provide services, the contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.

3.11.4 The state agency shall have the right to deny any of the contractor's personnel access to any building for any reason.

Additionally, the State of Missouri hereby amends the contract to add the following location as paragraph 3.2.3q.

Chillicothe Correctional Center
3151 Litton Road
Chillicothe, MO

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 AWARD

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 C114206001	CONTRACT TITLE Fire Alarm System Testing/Inspection & Maintenance
AMENDMENT NUMBER N/A	CONTRACT PERIOD March 23, 2014 through March 22, 2015
REQUISITION NUMBER NR 300 22004000050	VENDOR NUMBER 5826088610 4
CONTRACTOR NAME AND ADDRESS SimplexGrinnell LP 3787 Rider Trail South Earth City, MO 63045	STATE AGENCY'S NAME AND ADDRESS Office of Administration Division of Facilities Management, Design & Construction Various Locations throughout the State of Missouri Department of Corrections Various Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.044, RSMo, the State of Missouri, Division of Purchasing and Materials Management hereby establishes Contract C114206001 for use by the Office of Administration, Division of Facilities Management, Design & Construction and the Department of Corrections for Fire Alarm System Testing/Inspection & Maintenance pursuant to all terms, conditions, prices, and provisions of the attached agreement, and the State of Missouri Terms and Conditions. All transactions between the Office of Administration, Division of Facilities Management, Design & Construction and the Department of Corrections and SimplexGrinnell LP shall reference the State of Missouri contract number.	
BUYER Nicolle Skaggs	BUYER CONTACT INFORMATION Email: Nicolle.skaggs@oa.mo.gov Phone: (573) 751- 5341 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 3/24/14
DIRECTOR OF PURCHASING AND MATERIALS MANAGEMENT 	



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

SFS NO.: B1Z14206
 TITLE: Fire Alarm System Testing/Inspection & Maintenance
 ISSUE DATE:

REQ NO.: NR 300 22004000050
 BUYER: Nicolle Skaggs
 PHONE NO.: (573) 751-5341
 E-MAIL: Nicolle.skaggs@oa.mo.gov

TO: SimplexGrinnell LP
 2787 Rider Trail South
 Earth City, MO 63045

RETURN DOCUMENT 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

CONTRACT PERIOD: March 23, 2014 through March 22, 2015

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

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

Department of Corrections
 Various Locations throughout
 The State of Missouri

The company identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 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 SimplexGrinnell LP		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. SimplexGrinnell LP	
MAILING ADDRESS 3787 Rider Trail South CITY, STATE, ZIP CODE Earth City, MO 63045		IRS FORM 1099 MAILING ADDRESS 3787 Rider Trail South CITY, STATE, ZIP CODE Earth City, MO 63045	
CONTACT PERSON Paul Troutman		EMAIL ADDRESS ptroutman@simplexgrinnell.com	
PHONE NUMBER 573-230-3317		FAX NUMBER 314-739-3755	
TAXPAYER ID NUMBER (TIN) 58-2608861	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		VENDOR NUMBER (IF KNOWN) 58260886104
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 7, 2014	
PRINTED NAME Jim Bazzell		TITLE Total Service Manager	

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

- 1.1.1 In accordance with Chapter 34, Section 34.044 of the Revised Statutes of Missouri (RSMo), the State of Missouri, Division of Purchasing and Materials Management desires to enter into a contract with SimplexGrinnell as a single feasible source for fire alarm system testing, inspections and maintenance for all state agency locations identified in the Pricing Page which are managed by the Office of Administration, Division of Facilities Management, Design and Construction and the Department of Corrections. The requirements have been posted in accordance with 34.044 RSMo.

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

- 2.1.1 A binding contract shall consist of: (1) the Single Feasible Source (SFS) document, and any amendments thereto, (2) the contractor's response, (3) clarification of the response, if any, and (4) the Division of Purchasing 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 Renewal Periods:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

2.3.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.

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

2.4 Prices and Discount:

2.4.1 All prices and discount shall be as indicated on the Pricing Page. All prices and discount shall include all packing, handling, shipping and freight charges *FOB Destination, Freight Prepaid and Allowed*. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.4.2 The prices for line items 001 through 038 shall be considered firm and fixed for the contract period.

2.4.3 The discount quoted for line item 039 on the Pricing Page shall be considered a firm, fixed discount that shall be applied to the current manufacturer's list price for parts and supplies.

2.4.4 The contractor shall understand and agree that the firm, fixed percentage discount shall remain the same throughout the duration of the contract.

2.4.5 The contractor shall understand in the event that the catalog/list price indicates more than one price for the same item, the applicable quoted firm, fixed discount shall be applied to the lowest listed price. The State of Missouri shall always receive the contractor's lowest price for the item.

2.5 Prices Must Be Lowest:

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

2.6 Payment Terms:

2.6.1 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.

2.6.2 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>.

2.6.3 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>.

2.7 Insurance:

2.7.1 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.

2.8 Contractor Liability:

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.9 Coordination:

2.9.1 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.

2.10 Replacement of Damaged Product:

2.10.1 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.

2.11 Substitutions:

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

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

- 2.11.3 Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The contractor shall understand that the state reserves the right to allow the substitution of any new or different product/system offered by the contractor. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of any proposed substitution.
- 2.11.4 Any item substitution shall require a formal contract amendment authorized by the Division of Purchasing and Materials Management prior to the state acquiring the substitute item under the contract.
- 2.11.5 The state may choose not to compel an item substitution in the event requiring a substitution would be deemed unreasonable in the sole opinion of the State of Missouri. The contractor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the contractor.

2.12 Business Compliance:

2.12.1 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)

2.13 Delivery Performance:

2.13.1 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 deliveries must be coordinated with the state agency.

2.14 Compliance with Terms and Conditions:

- 2.14.1 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.
- 2.14.2 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.

2.14.3 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 B1Z14206, 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.

2.15 Invoicing Requirements:

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

2.16 Federal Funds Requirement:

2.16.1 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.

2.17 Debarment Certification:

2.17.1 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 B** with their SFS response. This document must be satisfactorily completed prior to award of the contract.

2.18 Contractor's Personnel:

2.18.1 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.

2.18.2 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.

- 2.18.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 2.18.4 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.
- 2.18.5 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.

2.19 Affidavit of Work Authorization and Documentation:

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

2.20 Termination:

- 2.20.1 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.

2.21 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 Independent Contractor:

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

2.24 Prison Rape Elimination Act (PREA) Requirements:

- 2.24.1 For all Department of Corrections facilities only, all of the contractor's employees and agents providing service in the facility must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) or other background investigation may be required on the contractor's employees and agents before allowing entry into the institution. Such investigation shall be equivalent to investigations required of all personnel employed by the Department. The institution shall have the right to deny access into the institution for any of the contractor's employees or agents for any reason. Such denial shall not relieve the contractor of any requirements of the contract.
- 2.24.2 Contractor's employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to performing services on a Department contract. Contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- 2.24.3 The contractor, its employees, and others acting under the contractor's control, shall at all times observe and comply with all applicable state statues, Department rules, regulations, guidelines, internal management policy and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its agents or employees, shall not obstruct the Department nor any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policy and procedures relating to employee conduct.
- a. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abusive contact and consensual sex. Any contractor or contractor's employee or agent who witnesses sexual abuse or sexual harassment must immediately report it to the warden. A contractor or contractor's employee or agent who engages in, fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders shall be grounds for canceling the contract and may subject the contractor or contractor's employee or agent to criminal prosecution.
 - b. Any contractor, contractor's employee or agent who has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution shall be denied access into the institution.

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

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

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

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

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

- 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 3) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 4) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 5) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.

- 6) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified above.
- 7) Access, administrative safeguards, confidentiality, covered entity, data aggregation, designated record set, disclosure, hybrid entity, information system, physical safeguards, required by law, technical safeguards, use and workforce shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, and Enforcement Rule (hereinafter referenced as the regulations promulgated thereunder).

2.25.3 Permitted uses and disclosures of Protected Health Information:

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

2.25.4 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.

- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- h. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- i. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

2.25.5 Obligations of the State Agency:

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

3. TECHNICAL SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:**3.1 General Performance Requirements:**

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

3.2 Fire Alarm System Testing and Inspection Requirements:

- 3.2.1 The contractor must perform professional fire alarm system inspections for all state agency facilities listed on the Pricing Page of this document.
- 3.2.2 For the identified locations, the contractor shall perform semi-annual and annual system testing and inspections of the fire alarm panels, manual pulls, smoke/heat detectors, horns/strobes and any other building fire alarm system components per NFPA 72's requirements to include a log and report of the results for the Department of Elementary and Secondary Education (DESE), the Department of Mental Health (DMH), and the Missouri Department of Corrections (DOC) facilities listed on the Pricing Page, with the exception of the South Central Correctional Center, Fulton Reception Diagnostic Correctional Center, Boonville Correctional Center, Algoa Correctional Center, and the Tipton Correctional Center.
- 3.2.3 In addition to performing semi-annual and annual inspections for the facilities listed on the Pricing Page, the contractor shall also provide system testing and inspection on an as needed basis for the following facilities that generally perform their own system inspections and do not

otherwise require semi-annual and annual inspection. Services performed on an as needed basis shall be invoiced on a time and materials basis in accordance with pricing quoted for line items 036-039 on the Pricing Page.

- a. Broadway State Office Building – 221 West High Street, Jefferson City
- b. ESP/DEQ Lab – 2710 West Main Street, Jefferson City
- c. Howerton State Office Building – 615 Howerton Court, Jefferson City
- d. Roberts State Office Building – 1706 East Elm, Jefferson City
- e. James C. Kirkpatrick State Information Building – 600 West Main, Jefferson City
- f. Environmental Control Center – 308 West Main Street, Jefferson City
- g. Governor’s Mansion – 100 Madison Street, Jefferson City
- h. Department of Labor and Industrial Relations Building – 1410 Genessee - Kansas City
- i. Penney State Office Building – 101 Park Central Square - Springfield
- j. Department of Labor and Industrial Relations Building – 505 East Walnut, Springfield
- k. Landers State Office Building – 149 Park Central Square - Springfield
- l. South Central Correctional Center, 255 Highway 32 West, Licking, MO
- m. Fulton Reception Diagnostic Correctional Center – 1393 Route O, Fulton
- n. Boonville Correctional Center – 1216 East Morgan, Boonville
- o. Algoa Correctional Center – 8501 No More Victims Rd, Jefferson City
- p. Tipton Correctional Center – 619 North Osage Ave, Tipton

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

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

3.3 Applicable Standards of Maintenance, Testing and Inspections:

3.3.1 In general, the contractor shall perform all necessary maintenance, testing and inspection tasks so that all completed maintenance the contract performs under the contract shall be in accordance with the NFPA 72, National Fire Alarm Code (most current edition, e.g., 2013), and other applicable federal, state, and local codes, laws and regulations.

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

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

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

3.4 Inspection and Testing Requirements:

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

3.5 Cleaning and Testing of Smoke Detectors:

3.5.1 The contractor shall ensure the state agency facility is in accordance with NFPA 72 by testing the smoke detector sensitivity by one of the following methods within the initial contract period and every other year thereafter for the duration of the contract.

- Calibrated test method
- Manufacturer's calibrated sensitivity test instrument
- Listed control equipment arranged for the purpose
- Smoke detector/control unit arrangement whereby the detector causes a signal at the control unit when its sensitivity is outside its listed sensitivity range
- Other calibrated sensitivity test method approved by the state agency.

3.5.2 The contractor shall clean smoke detectors on an as needed basis as requested by the state agency or as the contractor deems necessary during the inspection and testing.

3.6 Testing/Inspection and Other Documentation Requirements:

3.6.1 The contractor shall document the results of each test and inspection in a clear and concise manner. The documentation shall be by building and shall include the following details at minimum:

- a. A list of peripheral devices tested, the test results, and each device's location;
- b. Observation as to the probable cause for any failures noted;
- c. Specific listing of those manual stations which were actually "Pull Tested" and the zone in which the device is located;
- d. The complete inspection/test report for each inspection shall be delivered to the state agency no longer than ten (10) calendar days after inspection is completed.

3.6.2 Upon completion of all services performed under the contract, the contractor's technician shall provide the state agency's contract representative or designee with a service document describing the service and/or action taken by the contractor's technician. The contractor's technician must obtain the signature of the state agency's contract representative or designee certifying the satisfactory completion of the services completed. Payment may be withheld on any unit if service is not performed and/or certification is not submitted as specified.

3.7 Maintenance and Repairs Requirements:

3.7.1 In addition to performing semi-annual and annual fire alarm system tests and inspections, the contractor shall also perform fire alarm system maintenance and repair as needed and requested/authorized by the state agency.

3.7.2 The contractor shall provide all necessary parts, tools, and equipment to maintain the fire alarm systems in a state of constant readiness.

3.7.3 Components for Life Safety Systems shall be available same-day from a national parts warehouse.

3.7.4 The contractor shall provide local and national technical engineering support.

3.7.5 All maintenance and repair shall be accomplished in a neat and orderly manner, which specifically shall include the replacement of all panel covers and removal of debris resulting from service, prior to the contractor's technicians leaving the complex.

3.7.6 The contractor shall agree and understand that no replacement parts of the fire alarm system may be installed during the system inspection and testing without prior written authorization by the state agency. Smoke detectors and system parts/components which do not perform as required in testing, as a result of normal wear and tear, shall be replaced; the state shall purchase smoke detectors and system parts/components on an as needed, if needed basis at the contractor's current list price minus the applicable discount quoted in the contract (See line item 039).

3.8 Technicians Requirements:

3.8.1 Only licensed technicians shall perform or oversee the performance of services under the contract.

3.8.2 The contractor shall understand and agree that only technicians and technician trainees who are under the direct on-sight supervision of the licensed technician shall be allowed to perform maintenance services under the contract.

3.8.3 The contractor shall represent and agree that all of the contractor's employees performing services under the contract have and shall retain all certifications and factory training necessary to perform in compliance with contract terms. The state agency reserves the right to documentation that substantiates the technicians' proof of employment, training and certification, identity, as well as the nature of the relationship with the contractor, e.g., subcontracted employee. The contractor shall understand and agree that failure to provide trained and certified personnel to perform testing, inspection and maintenance service under the contract shall be unacceptable. The contractor shall be responsible for correcting any deficiencies cited by the state agency regarding personnel assigned to perform under the contract.

3.8.4 The contractor's technicians shall have the ability to perform any and all CPU programming changes. The contractor shall check for and restore any lost programming due to power outages, power surges, or failure of any part of any part of the main CPU or building fire alarm panels and systems.

3.8.5 The contractor shall be responsible for assuring that all service performed by service technicians performing contract services on or around property is performed in a safe, courteous and professional manner.

3.9 State Agency Inspection of Contractor's Performance

3.9.1 All work performed under the contract is subject to inspection by the state agency or a specialist designated by the state agency at any time, to ensure compliance with all terms and conditions of this contract.

3.9.2 The state agency reserves the right to make any test deemed advisable to ascertain that the requirements of the contract are being fulfilled. In the event the fire alarm system is not being satisfactorily maintained, the state agency will immediately direct the contractor to comply with the requirements of the contract. The contractor must remedy the deficiency within two (2) calendar days of when the state agency notifies the contractor.

3.9.3 Throughout the life of the contract, the state agency will conduct an inspection to determine whether the contractor has complied with contract requirements.

3.10 Emergency Services:

- 3.10.1 The contractor shall perform emergency service on an as needed basis upon the state agency's request. Emergency service shall be defined as a situation where equipment malfunction has disabled any component of the fire alarm panel and or/signaling devices.
- 3.10.2 The contractor shall provide to the state agency, a 24-hour a day emergency service number. The state agency shall provide to the contractor an emergency contact telephone number of a state agency maintenance supervisor.
- 3.10.3 The contractor shall respond to emergency requests on a 24-hour a day basis, within forty-five (45) minutes of notification from the state agency's contract representative or designee via physical presence or by telephone.
- 3.10.4 The contractor's technician shall be on the job site with necessary labor and sufficient material within (4) hours of notification by the state agency's contract representative or designee.
- 3.10.5 The state agency agrees that in the event of any emergency or system failure, the state agency will take reasonable safety precautions to protect life and property during the emergency or system failure until such time that the contractor notifies the state agency that the system is operational and/or the emergency has cleared.

PRICING PAGE

Provide firm, fixed pricing for performing semi-annual and annual inspections/testing as indicated for line items 001-035. Provide firm, fixed per hour pricing for the service levels indicated in line items 036-038. All prices indicated below shall be considered firm and fixed for the duration of the identified contract period. Pricing shall be quoted FOB Destination, Freight Prepaid and Allowed. Provide a firm, fixed discount off manufacturer's list price on line item 039 for all parts and supplies. The firm, fixed discount percentage stated shall remain the same throughout the duration of the entire contract.

<u>ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>
001	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES S</i> Semi-annual fire alarm system Western Reception Diagnostic Correctional Center Located in St. Joseph, MO	1	<u>\$1,769.00</u> TOTL
002	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Western Reception Diagnostic Correctional Center Located in St. Joseph, MO	1	<u>\$25,348.00</u> TOTL
003	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Farmington Correctional Center Located in Farmington, MO	1	<u>\$4,526.00</u> TOTL
004	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Farmington Correctional Center Located in Farmington, MO	1	<u>\$30,213.00</u> TOTL
005	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Potosi Correctional Center Located in Potosi, MO	1	<u>\$932.00</u> TOTL
006	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Potosi Correctional Center Located in Potosi, MO	1	<u>\$12,833.00</u> TOTL
007	C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Semi-annual fire alarm system Higginsville Habilitation Center Located in Higginsville, MO	1	<u>\$1,720.00</u> TOTL

008	C/S Code: 99042	1	<u>\$20,890.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Higginsville Habilitation Center			
Located in Higginsville, MO			
009	C/S Code: 99042	1	<u>\$2,923.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Marshall Habilitation Center			
Located in Marshall, MO			
010	C/S Code: 99042	1	<u>\$23,195.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Marshall Habilitation Center			
Located in Marshall, MO			
011	C/S Code: 99042	1	<u>\$896.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Southeast Missouri Mental Health Center			
Located in Farmington, MO			
012	C/S Code: 99042	1	<u>\$10,641.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Southeast Missouri Mental Health Center			
Located in Farmington, MO			
013	C/S Code: 99042	1	<u>\$829.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Missouri Sex Offenders Treatment Center			
Located in Farmington, MO			
014	C/S Code: 99042	1	<u>\$4,524.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Missouri Sex Offenders Treatment Center			
Located in Farmington, MO			
015	C/S Code: 99042	1	<u>\$1,306.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
St. Charles Habilitation Center			
Located in St. Charles, MO			
016	C/S Code: 99042	1	<u>\$7,272.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
St. Charles Habilitation Center			
Located in St. Charles, MO			

017	C/S Code: 99042	1	<u>\$643.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
South County Habilitation Center			
Located in St. Louis, MO			
018	C/S Code: 99042	1	<u>\$7,446.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
South County Habilitation Center			
Located in St. Louis, MO			
019	C/S Code: 99042	1	<u>\$55.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Kirksville Regional Center			
Located in Kirksville, MO			
020	C/S Code: 99042	1	<u>\$916.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Kirksville Regional Center			
Located in Kirksville, MO			
021	C/S Code: 99042	1	<u>\$462.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Springfield Regional Center			
Located in Springfield, MO			
022	C/S Code: 99042	1	<u>\$1,194.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Springfield Regional Center			
Located in Springfield, MO			
023	C/S Code: 99042	1	<u>\$55.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Delmar Cobble State School			
Located in Columbia, MO			
024	C/S Code: 99042	1	<u>\$293.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Delmar Cobble State School			
Located in Columbia, MO			
025	C/S Code: 99042	1	<u>\$55.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
E.W. Thompson State School			
Located in Sedalia, MO			

026	C/S Code: 99042	1	<u>\$675.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
E.W. Thompson State School			
Located in Sedalia, MO			
027	C/S Code: 99042	1	<u>\$253.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Rolling Meadow State School			
Located in Higginsville, MO			
028	C/S Code: 99042	1	<u>\$1,084.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Rolling Meadow State School			
Located in Higginsville, MO			
029	C/S Code: 99042	1	<u>\$345.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Oakview State School			
Located in Monett, MO			
030	C/S Code: 99042	1	<u>\$566.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Oakview State School			
Located in Monett, MO			
031	C/S Code: 99042	1	<u>\$345.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Semi-annual fire alarm system			
Cedar Ridge State School			
Located in Nevada, MO			
032	C/S Code: 99042	1	<u>\$782.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Cedar Ridge State School			
Located in Nevada, MO			
033	C/S Code: 99042	1	<u>\$5,114.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Wainwright State Office Building			
Located at 111 North 7 th Street, St. Louis, MO.			
034	C/S Code: 99042	1	<u>\$699.00</u> TOTL
<i>FIRE AND SAFETY SERVICES</i>			
Annual fire alarm system			
Millcreek State Office Building			
Located at 220 S. Jefferson Street, St. Louis, MO			

<p>035 C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Annual fire alarm system Central Service Center Located at 9900 Page, St. Louis, MO</p>	<p>1</p>	<p><u>\$2,317.00</u> TOTL</p>
<p>036 C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Firm Fixed Price per hour for Labor, Normal Business Hours 8AM-5PM Mondays- Fridays</p>	<p>1</p>	<p><u>\$150.00</u> /HR</p>
<p>037 C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Firm Fixed Price per hour for Labor, After Business Hours Mondays- Fridays</p>	<p>1</p>	<p><u>\$225.00</u> /HR</p>
<p>038 C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Firm Fixed Price Per hour for Labor, Weekends</p>	<p>1</p>	<p><u>\$225.00</u> /HR</p>
<p>039 C/S Code: 99042 <i>FIRE AND SAFETY SERVICES</i> Firm, fixed discount off current manufacturer's List price for parts and supplies</p>	<p>1</p>	<p><u>15</u> %</p>

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
1 st Renewal Period: original price + <u>5</u> % OR original price - _____ %	
2 nd Renewal Period: original price + <u>10</u> % OR original price - _____ %	

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

Warranty on Parts: 30 Days

Warranty on Labor: 30 Days

Delivery:

The desired delivery is thirty (30) calendar days after the receipt of a properly executed order. If the vendor's delivery is different, then state delivery time in days after receipt of order: _____ calendar days ARO.

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)

	March 7, 2014
AUTHORIZED SIGNATURE Jim Bazzell	DATE Total Service Manager
PRINTED NAME	TITLE
SimplexGrinnell	
VENDOR'S COMPANY NAME	

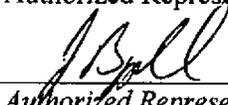
EXHIBIT B

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

SimplexGrinnell	09-473-8007
Company Name	DUNS #
Jim Bazzell	Total Service Manager
Authorized Representative's Printed Name	Authorized Representative's Title
	March 7, 2014
Authorized Representative's Signature	Date

Instructions for Certification

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

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

BUSINESS ENTITY CERTIFICATION:

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

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing 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 _____ (IFB/RFP/SFS/Contract Number) 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 _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT C, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

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

 Authorized Business Entity Representative's Name (Please Print)

 Authorized Business Entity Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.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.

EXHIBIT C, 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 Jim Bazzell (Name of Business Entity Authorized Representative) as Total Service Manager (Position/Title) first being duly sworn on my oath, affirm SimplexGrinnell (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 SimplexGrinnell (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.)

<u></u>	<u>Jim Bazzell</u>
Authorized Representative's Signature	Printed Name
<u>Total Service Manager</u>	<u>3-12-14</u>
Title	Date
<u>jbazzell@simplexgrinnell.com</u>	<u>582608861</u>
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this 12th (DAY) of March (MONTH, YEAR), I am commissioned as a notary public within the County of St. Louis (NAME OF COUNTY), State of MO (NAME OF STATE), and my commission expires on 4/28/17 (DATE).

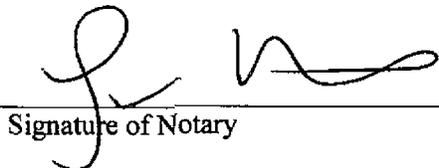
 Signature of Notary 3/21/14 Date



EXHIBIT C, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that Simplexgrinnell (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: _____

B1209101
(if known)

James Bazzell
Authorized Business Entity Representative's Name (Please Print)

Jm Bazzell
Authorized Business Entity Representative's Signature

582608861
E-Verify MOU Company ID Number

jbazzell@simplexgrinnell.com
E-Mail Address

Simplex Grinnell
Business Entity Name

3-12-14
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Nicole Skaggs
Buyer

3/25/14
Date

**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 of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined 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.

